

# THE PROGRESSIVE MINE WORKERS OF AMERICA: A STUDY IN RIVAL UNIONISM

By  
HARRIET D. HUDSON



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UNIVERSITY OF ILLINOIS BULLETIN

Volume 49, Number 37, April, 1952. Published seven times each month by the University of Illinois. Entered as second-class matter December 11, 1912, at the post office at Urbana, Illinois, under the Act of August 24, 1912. Office of Publication, 358 Administration Building, Urbana, Illinois.

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BULLETIN 73

# THE PROGRESSIVE MINE WORKERS OF AMERICA: A STUDY IN RIVAL UNIONISM

BY

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PUBLISHED BY THE UNIVERSITY OF ILLINOIS, URBANA  
1952



## PREFACE

This bulletin is based on a dissertation which the Division of Social Sciences of the University of Chicago accepted in 1950 in partial fulfillment of the requirements for the degree of Doctor of Philosophy in Economics. The material is presented as a case study of one aspect of trade unionism: the interaction of rival unions. The dissertation has been revised for publication as a bulletin so that it will be more widely accessible to persons interested in labor-management relations. The revision is presented in the belief that an environment of understanding is essential to the best relationships between labor and management and that more extensive use of the case method can further such understanding.

Indebtedness is expressed to the persons at the University of Chicago who served as advisers when the study was first undertaken in connection with a master's thesis, and when it was later extended for the dissertation: Professor Paul H. Douglas, now Senior Senator from Illinois; Professor Richard Goode; Professor Frederick H. Harbison; the late Professor Harry A. Millis; and Professor John U. Nei. Any errors of fact or interpretation which appear in the bulletin are here despite the constructive and friendly counsel of these professors.

For a helpful reading of the bulletin manuscript, Professor E. B. McNatt of the Department of Economics of the University of Illinois has the appreciation of the author.

Opinions expressed are the personal views of the author and not necessarily those of the Bureau or the University of Illinois.

HARRIET D. HUNSON

March, 1952

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DISTRIBUTION OF ILLINOIS SHIPPING MINES, 1930.  
(Illinois State Geological Survey)

## I. A CASE STUDY OF RIVAL UNIONISM

The purpose of this study is to contribute to the understanding of rival unionism, a condition in which two or more unions seek to control the same men or the same jobs. The subject is one of significance to anyone concerned with the broad question of harmonious relationships between labor and management, inasmuch as the unions' competition for power is a potential source of conflict at all times.

Rival unionism merits careful study also from persons interested in the issues of monopoly control as contrasted with competition. Does the existence of a competitor result in a more effective functioning of either union or of both unions?

This question can be answered only on the basis of assumptions as to what criteria are valid for appraising a union's effectiveness and as to the functions which a labor union should perform. For purposes of this study, the criteria are the impacts which rivalry has upon labor, management, and the public. Two types of function are regarded as important: economic and political. As an economic agent a union bargains collectively with management to determine terms of employment for the members. It may also assume some responsibility for the economic security of its unemployed members. The political function is that of a union's giving its members a voice in the control of the union. Participation in the democratic process is sufficiently important to the members to constitute an end in itself.

Among labor unions, competing organizations come into existence in one of two ways. Either the two bodies arise from separate sources and only with time come to overlap in jurisdiction, or they are the result of a division of a single parent organization. This bulletin is concerned only with the latter type of rival unionism: that between a new union and the parent organization from which it had split.

### Focus of Study

This study raises questions of general significance for understanding the relationship between competing unions. Among the questions which will be considered are the following:

1. What conditions may be adequate cause for a revolt in a well-established union and may constitute the bases of lasting cleavage among its members?
2. What techniques do the rival unions use in their struggle to control the largest possible segment of the labor market in the industry involved?



3. In what ways is the unions' rivalry affected by the intervention of such agencies as the government and the American Federation of Labor?

4. How are the roles of the two unions affected by the rivalry?

Each of these questions will be answered in terms of the experience of rival unions in the coal industry. The method used will be a case study of one small union: the Progressive Miners of America,<sup>1</sup> seen in its role as a rival to a large well-established organization, the United Mine Workers of America. The PMWA is of special interest as an example of rival unionism because it is the only organization which has survived as rival to President Lewis's United Mine Workers.

Other studies of labor relations in the coal industry have focused attention on the PMWA and have partially ignored the fact that in Illinois this union has had a competitor since 1932. In contrast, the present discussion deals with the United Mine Workers of America only in terms of its impact upon the Progressive Mine Workers.

### Sources

The sources of information for this study are varied. Extensive use was made of the official newspaper and the periodic reports of each of the unions. The Progressives allowed generous access to unpublished records in the organization's headquarters, the most voluminous of these being the verbatim typescript of convention proceedings. The United Mine Workers, District 12, donated a file of a newspaper which the union had published in Illinois for several years.

Files of local newspapers in mining towns have been read, for selected periods, and the accuracy of the reporting checked in so far as possible by comparison with other newspapers and eyewitnesses' accounts. Throughout the years since the first study was begun, numerous persons have contributed items from their personal files of printed materials concerning the interunion warfare.

Court decisions and a lengthy bill of exceptions have afforded additional facts. The Bituminous Coal Labor Board, Division II, opened its valuable files in cases involving the PMA, and use was made also of the decisions and rulings of the Regional and National Labor Relations Boards. Records of Congressional committees investigating conditions in the mining fields revealed interesting contrasts in points of view.

<sup>1</sup> When the Progressive Miners of America became an affiliate of the American Federation of Labor, the union changed its name to Progressive Mine Workers of America.

Abundant statistical information about the coal industry is available in the publications of the United States Bureau of Mines and of the Illinois Department of Mines and Minerals. Members of the Illinois Coal Producers' Association provided a file of the Association's contracts with the PMA.

Because the research has been done gradually, dating from the organizing of the PMA in 1932, far greater reliance has been placed on interviews than would have been justifiable at a time more remote from the events. Operators, members of both unions, other persons in mining communities, and government employees have given many hours to answering questions about the interunion struggle and have been of invaluable help in the search for facts. These men and women made their most significant contribution, however, in sharing their insight into the way that people have felt about the mine war; without some understanding of the human emotions which underlie rival unionism a student of labor relations would be ignorant of the true substance of the conflict.

### Method of Approach

The historical approach is emphasized in Chapters II through VI. The causes for the formation of a rival union are discussed, and the development of the new organization is traced. The methods which the two unions used are shown to have changed markedly after the National Industrial Recovery Act was passed in 1933. The period in which the Progressive Mine Workers was affiliated with the American Federation of Labor and hoped to extend the union into coal fields outside Illinois was brief, but it is significant because it revealed various obstacles hindering the growth of the small rival union.

Subsequent chapters of the bulletin—VII, VIII, and IX—describe and appraise the functions which the Progressive union has assumed as a continuing responsibility toward its membership. These functions are to further the economic well-being of the rank and file and to afford to its members extensive opportunity to participate in the control of the union.

In conclusion, the study reviews the data and presents answers to the questions which were stated in Chapter I. The answers are formulated on the basis of the historical experience of the Progressive Mine Workers and the United Mine Workers. Each answer is then evaluated in terms of relevance to rival unionism as a phenomenon in the broader area of the American labor market.

## II. BIRTH OF A UNION

The Progressive Miners of Aetereira was formed by rebellious men among the miners of Illinois. These men withdrew from the United Mine Workers of America in 1932 because they lost faith in their old union as their agent for collective bargaining with the coal operators. They believed that their only hope lay in organization and therefore established a dual union when they left the UMWA.

The break occurred when the UMWA urged its members in Illinois to accept a reduction in standard wage rates. These men had remained loyal to the United Mine Workers of America so long as it had continued to improve their wages and conditions of work; but they refused to follow the union's recommendation for a downward revision of pay scales.

The men's disillusionment was made more complete by the fact that the depressed economic conditions of 1932 were so unlike the prospects which the union had held out for its members during the first quarter of the century. Attached to a sick industry in a period of general economic depression, the miners of Illinois had only their union officers to whom they could turn for help in 1932. Finding the officers unable to protect them, the miners tended to hold these men personally responsible for the poverty of the members.

Their placing the blame on their officers was only an extension of hostility which had been growing for some time among the United Mine Workers of Illinois. The union's officials, quarreling among themselves almost continuously since 1920, had robbed each other of the respect of many members. Had the officers of the district and of the international union held the full confidence of the membership, the UMWA probably could have led the miners to accept a wage cut in 1932. Lacking that confidence, the officers who tried to introduce adjustments in wages precipitated the crisis which split the union.

### Dissension Among UMWA Officers

The person most prominent in the quarrels among the officers was the international president, John L. Lewis. When he took office in 1920, the membership in Illinois was the keystone of the organization. Co-extensive with the state of Illinois, District 12 of the UMWA had more than 80,000 members, most of whom were well-disciplined trade unionists. The union enjoyed a closed shop in the shipping mines of the district.<sup>2</sup>

<sup>2</sup> The term "shipping mine" applies to a mine that ships its product beyond a strictly local market. It is contrasted with a "local mine," which sells only within the immediate vicinity.

The UMWA needed as its district president in Illinois a man of outstanding ability. On the other hand, such a leader always constitutes a potential rival to the international president. The balance of power between a union president and the lesser officers of the organization becomes increasingly difficult for him to maintain as a union grows in membership. This is true because physical limitations upon the work which one man can do force the president of a powerful union to place large responsibilities on its other officers. An elected officer who is able to handle well a major segment of the union is apt to want to make decisions independently of any central authority.

In a vigorous effort to put down insubordination in Illinois during the twenties, President Lewis took action against two successive presidents of the district. These two moves by Lewis were adroit politically in that both could be interpreted as measures for the protection of the rank and file. With divergent sympathies in each of these cases, the union's members in Illinois were thereafter unable to agree as to the relative trustworthiness of the officers of the district and of the international union.

In the first action, taken in 1926, Lewis published evidence that Frank Farrington, president of District 12, UMWA, had signed a secret contract to work for the state's largest operator.<sup>3</sup> Farrington immediately resigned his office and was succeeded by his vice-president, Harry Fishwick. Three years later, Lewis accused Fishwick of having misappropriated funds belonging to the district,<sup>4</sup> Fishwick refused to resign, and President Lewis countered with a move to appoint his own "provisional" officers to take over control of District 12.

Fishwick sought court protection and obtained an injunction which forbade the international to interfere with the control of the district but left the parent organization with all other powers specified by the UMWA's constitution. The injunction formalized the relationships actually prevailing in District 12, where the Illinois Coal Operators Association was dealing with the district's regularly elected officers as the persons responsible for the fulfillment of the contract between District 12 and the Association. The employers had not recognized the group of officers whom Lewis had named to replace Fishwick's regime; and Lewis's appointees had therefore been unable to function in Illinois.

<sup>3</sup> The contract was reprinted in *United Mine Workers Journal*, September 15, 1926, p. 1. The *Journal* is the official publication of the international union, UMWA. In subsequent footnotes it appears as *UMWJ*.

<sup>4</sup> *UMWJ*, November 15, 1929, p. 5.

### "No Backward Step"

This conflict among the officers of the UMWA occurred in a period of declining earnings for the miners in Illinois. At a time when the leaders needed the unquestioning confidence of the membership if they were to gain agreement on the union's policies for meeting a crisis, the rank and file were divided in loyalty to the various factions among the officers.

During the first quarter of the twentieth century, the miners of Illinois, Indiana, Ohio, and Pennsylvania had worked under a series of union-management contracts. Representatives of the United Mine Workers had negotiated these contracts periodically with spokesmen of the operators' associations throughout this four-state region, known as the Central Competitive Field.

The union's theory of wages included the concept that producers' costs should be as uniform as possible, in order to equalize competitive advantages among the different mines.<sup>2</sup> Therefore the UMWA allowed employers' associations in the individual states to introduce some variations in wage rates within a range slightly below and above the basic scale of the entire field. For example, the Illinois Coal Operators Association had been free to work out with representatives of the miners of District 12 the deviations which would be recognized officially in Illinois. Subdistrict officers had then established the modifications necessary to fit local needs.

In the mid-twenties the UMWA could point with pride to its record of uninterrupted wage increases for its members working under collective agreements in Illinois. It had raised the basic rate to \$7.50 a day, an amount more than four times that paid at the turn of the century. The union's hold over its members in District 12 during that period can be understood only in the light of the officers' success in pushing up the pay scale. Postwar readjustments, however, had brought a swelling tide of complaints from the operators, who said that they could no longer continue to pay the wartime rate of \$7.50. President Lewis refused to surrender and in 1924 pushed through a renewal of that rate for the Central Competitive Field.

Lewis's success in forcing the operators to sign this agreement was a Pyrrhic victory, however, as producers in Pennsylvania, Ohio, and Indiana straightway began to operate in unison, in an attempt to lower their labor costs. His policy of "no backward step" destroyed the

<sup>2</sup> For an excellent discussion of the United Mine Workers' position, see Waldo E. Fisher, *Collective Bargaining in the Bituminous Coal Industry* (Philadelphia: University of Pennsylvania Press, 1919).

Central Competitive Field as a unit for collective bargaining. He later stated that the UMWA had spent more than \$8 million to maintain and support its striking and locked-out members during the four years ending December, 1928.<sup>6</sup>

Meanwhile operators in the states which had composed the Central Competitive Field were faced with very rapid growth of output in other areas which were almost entirely open shop. For example, in the interval 1925-1929, the total output of mines in both Kentucky and West Virginia increased by more than 50 percent over the tonnage for the preceding five years.<sup>7</sup>

Lewis refused to recognize the implications which such loss of control represented for his union. He held firmly to his policy of "no backward step" for all mines remaining under contract with the UMWA. This meant in effect that the Illinois Coal Operators Association was the only major organization of employers which continued to pay the old wage rate of \$7.50. During the four-year interval 1924-1928, the annual output of mines in Illinois dropped by one-fourth; but the plight of the union was even more serious than this decline indicates. Because mechanization aggravated the effect of lost markets, the number of employees slumped by one-third.<sup>8</sup>

By 1928 Lewis was at last convinced that further resistance to wage cuts in District 12 would result in disastrous loss of jobs for his members. He accepted the operators' ultimatum of a wage cut in Illinois and signed a new contract which slashed basic rates of pay by more than 15 percent.

President Lewis underrated the effectiveness of his previous speeches and editorials to the miners. Men who had listened to his insistence that no United Mine Worker need take a "backward step" in the struggle for higher wages were slow to learn that lesson. The men naturally found it easier to believe that wages could be raised than that they had to be lowered.

Without question, a significant criterion of the stature of any union officer is his ability to recognize the necessity for a wage cut in organized plants, when that necessity does arise. A willingness to jeopardize his popularity with his members by telling them to take a wage cut is perhaps even more indicative. Lewis took both these steps in 1928. A referendum in District 12 followed an intensive campaign by district

<sup>6</sup> *UMWA*, February 2, 1932, p. 11.

<sup>7</sup> See *Bituminous Coal Annual*, 1930 (Washington: Bituminous Coal Institute, 1950), p. 61.

<sup>8</sup> Computed from Illinois Department of Mines and Minerals, *Coal Report*, 1936, p. 27.

as well as international officers and brought a narrow majority of votes in favor of accepting the cut.

The miners' experience under the new wage scale (\$6.10 a day as the basic rate) was disheartening. The union's officers had assured them that a wage cut would stabilize employment. Instead, the men faced an unprecedented shortage of jobs. The average number of men employed in Illinois mines declined by almost one-fifth in the three years ending in 1931, and in no single year did the average number of days worked exceed 133.<sup>9</sup>

Preoccupied with their own hardships, the miners of Illinois did not comprehend the impact of the general business depression which had hit the United States soon after their new wage scale had gone into effect. They did not see the futility of their hope that a revision of the wage structure of a segment of one industry would reverse this nation-wide trend. Moreover, few of them knew of the extent of changes which were occurring in the markets for coal because substitute fuels and improved methods of combustion were being introduced.

In individual towns many idle miners were aware in 1931 that machines had taken their jobs, but few of these unemployed men realized the degree to which technological changes had occurred since their wage rates had been cut in 1928. For example, during this three-year interval in Illinois the percentage of coal loaded mechanically rose from 13.5 to 50.8. A further change in technique was the rapid introduction of strip mining, with its more efficient use of manpower. Of total tonnage produced in Illinois 1.7 percent was stripped in 1924, 7.6 percent in 1926, and 12 percent in 1931.<sup>10</sup>

### Wage Negotiations in 1932

The miners of Illinois were convinced of the evil effects of taking a "backward step" and faced the negotiating of a new contract in 1932 with steadfast determination. They instructed their officers to accept no cut in rates of daily pay and to demand a substantial reduction in the length of the work week. District President Walker presented these requests at joint sessions with representatives of the Illinois Coal Operators Association. The operators countered with a proposal for a 30 percent wage cut and no change in hours. Compromise proved impossible, and the mines closed down on April 1, 1932, for lack of a contract.

Weeks of intermittent negotiating finally induced the men on both

<sup>9</sup> *Ibid.*

<sup>10</sup> *Ibid.*, 1932, pp. 13, 86.

sides of the bargaining table to make major concessions. When the union submitted these proposals to the membership for approval by referendum, the rank and file protested loudly, refusing to believe that the proposition was the best one obtainable. Their resistance was stiffened by their belief that the employers had shown themselves able to pay the old rate when they continued to operate during the strike under temporary extensions of the \$6.10 scale. On July 16, 1932, the referendum showed a vote of more than two to one against the new contract.

Under the laws of the district, there was only one way for President Walker to end the shutdown: he had to obtain from his membership its approval of a scale which had been accepted jointly by the operators and the union's scale committee. He saw nothing more that he could do to formulate a contract which the miners of Illinois would accept. Thus checkmated, he requested help from Lewis, whom the Fishwick injunction had prevented from taking any leadership in previous negotiations.

A week after the miners had rejected the \$5.00 scale, the union and the operators resumed negotiations. This time the international union was represented by John L. Lewis and William J. Sneed, a former vice-president of the district. The group altered a few details of the proposed contract but left unchanged the tonnage and day-rate structure which the rank and file had so recently rejected.<sup>14</sup>

Officers of District 12 and of the international campaigned throughout the coal fields of the state, urging acceptance of the contract. The tenor of Lewis's arguments can be inferred from an open letter which he addressed to the miners of District 12 at this time:

[If the miners of Illinois] elect to do so they can vote to accept this agreement as being the best obtainable under existing conditions and thereby preserve the union and enable themselves to live until conditions improve and their wage losses are regained. On the other hand, the mine workers of Illinois, in the referendum, can elect to reject the agreement, and thereby strike down and destroy every vestige of collective bargaining in the coal industry of the state and begin an economic adventure that will dissolve their union and make of themselves helpless individuals, without economic status or influence.<sup>15</sup>

Ferling ran high among the miners. The suspicion with which the men viewed their own officers was so great that the locals forced District President Walker to allow "watchers" to oversee the counting of the ballots at district headquarters. As if in final warning that it

<sup>14</sup> *UMW*, August 1, 1932, p. 4.

<sup>15</sup> *Ibid.*, August 15, 1932, p. 9.



would brook no opposition, the international at this time removed from office the president of a large local, *The United Mine Workers Journal* cited technical grounds for the action but commented that the man had been guilty of taking "an active part in meetings opposing International President John L. Lewis" and of fighting "the new wage scale proposal."<sup>12</sup>

### A Period of "Emergency"

No sooner had the balloting been completed, on August 8, than "watchers" thronged into Springfield to oversee the totaling of the count indicated on the tally sheets which the locals had returned to the district offices. These sheets were placed overnight in a nearby bank, and on the following morning disappeared en route from the bank vault to the union's offices. Many miners thought that the theft had the approval of the union officials who had submitted the proposal to the rank and file, inasmuch as the union made no attempt to obtain the duplicate tally sheets still in the hands of the locals. Some leaders suspected that President Lewis had maneuvered the theft directly, and indignation flamed throughout the district.

Asserting that "in such cases miners' officials are empowered to act as they see fit,"<sup>13</sup> President Lewis moved to consummate the agreement with the Illinois Coal Operators Association before the miners could organize vengeance for the theft. He immediately called a meeting of the district executive officers, members of the miners' wage-scale committee, and officials of the Illinois Coal Operators Association.

By late afternoon of that day, August 10, 1932, these men had signed an emergency contract, to be in effect until April 1, 1933. The contract was the one which had been submitted for approval on August 8 and differed in only minor details from the one rejected by the miners in the referendum of July 16.

The Probable Coal Company, the state's largest producer, recalled its men to work as soon as the new contract was signed, and various other companies shortly followed its example. In most cases, a full crew reported promptly. It is probable that in many communities a man's response was due in part to his knowing that any vacant work place could be filled instantly from the ranks of the unemployed.<sup>14</sup> Under the automatic penalty clause of the UMWA's constitution, the

<sup>12</sup> *Ibid.*, p. 1. The deposed president was soon to become an active organizer for the Progressive Miners of America.

<sup>13</sup> *Ibid.*, p. 8. The union's account appears here. The thief was not apprehended.

<sup>14</sup> This opinion is substantiated by the fact that men returned to work in largest numbers in those communities where the highest percentage of votes had opposed a wage cut, in the referendum of July 16.

minum had power to replace any man who remained away from the pit for longer than three days without justifiable cause. District 12 was not apt to call rejection of its new contract an adequate excuse.

There was no basis for Lewis's contention that the loss of the tally sheets had created a genuine emergency. The totals already recorded in the district office, as well as the unofficial count (which had appeared locally in newspapers of mining communities, showed indisputably that a majority of the miners had rejected the proposal. The import of the vote, not the loss of tallies yet to be totaled, moved Lewis to take the initiative into his own hands.

With good reason Lewis feared permanent loss of markets for Illinois coal if the men in District 12 did not return to the pits without further delay; furthermore, they had to accept a scale of wages which would allow their employers to compete in the national market. During the strike, consumers who normally bought union-mined coal from Illinois had an ever-increasing proportion of their needs supplied with coal from nonunion fields, where production had continued uninterrupted. One large company alone had been buying thousands of tons of coal a month from out-of-state mines to fill contracts which it normally satisfied with coal mined in Illinois. The union itself was desperately in need of returning the miners to work because only a working membership pays dues and the organization was on the verge of bankruptcy for want of revenue.

During the succeeding months, the anti-Lewis faction in the UMWA staunchly maintained that there had been no emergency to justify the international president's assumption of power. It stressed the fact that in the United States demand for coal is at a minimum during summer months. It insisted that the agreement signed on August 10 was not a binding contract between the operators and the miners of Illinois, because the latter had not authorized their representatives to accept the wage cut.

Lewis's understanding of long-term economic conditions in the industry was sound, but he had done very little better than Walker had in selling his membership the idea that operators in Illinois must be allowed some relief from their labor costs, which were disproportionately high as compared with those of producers in nonunion fields. The men still wanted to believe that no "backward step" was necessary. The miners' revolt against their "emergency" agreement and their officers was to have results both lasting and far-reaching.

Thousands of unemployed miners in Illinois shared the strikers' interest in Lewis's decision. The boom demand for labor during World

War I had been followed by a precipitous decline in the number of miners employed in Illinois during the late twenties; this number had fallen from 103,566 in 1923 to only 51,544 in 1932.<sup>10</sup> The majority of men who had been dropped from the payrolls had continued their membership in the UMWA. The unemployed miner was held to his union by two factors. One was the preference shown to union members if a job opening occurred. The other was the union's practice of paying a death benefit to the survivors of any miner who had been in good standing with the union at the time of his death. To remain accredited as a member, an unemployed miner needed only to file a monthly request for exoneration from the payment of dues.

These unemployed miners so deeply resented their own helplessness in the face of widespread unemployment that they welcomed any opportunity to express their hostility to their union, which they felt should have protected their jobs. Like the strikers, they had no obligation to report for work, and therefore they could take part in mass activities to a degree that would obviously have been impossible in a period of full employment. Being part of a group which had a positive program for improving the miners' condition brought satisfying release for pent-up emotions which the individual miner could do nothing to channel constructively. In such fertile soil, expression of ill will against the UMWA mushroomed overnight.

### Refusal to Follow Lewis

Miners throughout the state held mass meetings to protest the emergency contract's being put into effect. Although men at one of these meetings went so far as to decide that a convention of all miners in Illinois should be called immediately, they did not take action to break formally with the UMWA.

A direct result of such gatherings was the organization of mass picket lines to halt operation of those mines which had reopened immediately after the signing of the \$5.00 scale. On some occasions these picket lines were made up of men and women from a radius of more than a hundred miles. They were able to stop many miners from continuing work at pits so widely dispersed as in Randolph and St. Clair counties to the south, Sangamon and Christian in central Illinois, and Fulton in the northwest.

Encouraged by their successes elsewhere, the rebellious miners turned their attention to Franklin County, which had produced almost 20 percent of the coal mined in Illinois during the previous year.

<sup>10</sup> Illinois Department of Mines and Minerals, *Coal Report*, 1936, p. 27.

Pickets in that county had been unable to prevent the majority of the mines from resuming operations. Two men who had been prominent in local unions which were threatening to go on strike had been killed.

Outside interference appeared necessary if a strike against the new \$5.00 scale was to be effective. The strikers in central and northern Illinois therefore decided to organize a mass demonstration of picketing in Franklin County.

From the towns to the north, cars and trucks, crowded with miners and their wives, streamed southward before daybreak on August 24, forming a group at Gillespie (Maconin County), and proceeding thence toward a town adjacent to Franklin County. Here the leaders planned to assemble the crowd and organize a campaign for closing the mines in Franklin County.

A few miles short of the county line the motorcycle met highway patrolmen who directed it to Mulkeytown, a village just within Franklin County. At that point the sheriff and a group of his special deputies blocked the advancing column. These officials of Franklin County were determined that if any man in the local mines wanted to work he should not be stopped by pickets from other areas of District 12. The Herrin massacre, a decade earlier, had filled the people of southern Illinois with dread of any situation in which conflict between rival groups of miners was a potentiality.

Although the strikers and the deputies later gave contradictory reports concerning the events of the battle at Mulkeytown, they agreed as to its bitterness. Hatreds aroused in this hand-to-hand conflict were to have lasting effects on the UMWA. The picketers were successfully repulsed at Mulkeytown, but they were not turned aside from their determination to defeat the \$5.00 contract, under which the mines in Franklin County were operating.

The strikers and their wives were furious when they turned in retreat. They resented having been treated like lawbreakers. They were angry also because the frustration of their plans had been so complete. Their deepest hostility, however, was aroused by their suspicion that the UMWA had connived with law enforcement officers and employers to defeat the plans of the pickets.

Such collusion with forces which organized labor had traditionally regarded as its worst enemies was not to be tolerated. The strikers' last shred of loyalty to the old union was destroyed by events at Mulkeytown. The rebels were no longer content with boring from within District 12. About fifty of the caravan's leaders met in the Gillespie city hall as they were returning north on the night of

August 24. They voted to send out a call for an independent convention of all miners' locals in the state.

### Establishment of a Rival Union

Miners from every coal field in Illinois gathered at Gillespie on September 1, 1932. After serious deliberation these men voted in favor of making a complete break with the old union and founding a new one, to be named the Progressive Miners of America. Executive officers for the new union were elected from among the men present at the meetings. The group agreed that the Progressives' first objective should be to persuade miners and operators to repudiate the Lewis agreement and to extend the \$6.10 contract. For the present, the union should discontinue mass picketing and mass marches.

The founders of the new union were confident of the support of the miners of Illinois because they thought that very few men were genuinely willing to work under the UMWA's contract with the Illinois Coal Operators Association. They thought that many miners in Illinois shared their belief that the operators could afford to pay \$6.10 a day.

The PMA was sure of support also from miners who felt that for one reason or another the emergency contract was disadvantageous to their particular classification of workers. For example, the new scale allowed a disproportionately large reduction in the wages of heading-machine operators. Therefore opposition to the new contract was especially vehement in the counties where mines relied on hand-loaders, who feared that mechanization would be stimulated. Men for whom irregularity of work schedules in the mines had constituted the greatest problem were rebellious over new hour provisions which they felt would only aggravate their idleness. In short, the men who founded the PMA believed that they would have the support of thousands of miners who saw in the emergency agreement the proof of the very faults which they commonly attributed to the old union's officers: disregard of the men's rights within the UMWA and inability to protect the miners' earnings.

Among its supporters the new union found many miners who shared in the ownership of the firms which employed them. As the coal industry had become increasingly distressed during the late twenties and early thirties, many additional mines had been taken over jointly by the employees, whose only other alternative would have been loss of their jobs when the private owner could no longer support an unprofitable venture. Deductions to finance the expenses of a coopera-

tively-owned mine reduced the miner's pay check, usually to a figure significantly below the union's stated scale.

This nullification of the standard rate had long been a misfire to both the union and the individual enterpriser but was exceedingly difficult to regulate. After 1926 district presidents Fishwick and Walker seem to have handled this competition with somewhat less vigor than had Lewis, when he had been able to interfere freely in the affairs of District 12. Rumor was widespread that in signing the emergency contract Lewis had promised the Illinois Coal Operators Association that he would close down any cooperatively owned mine which did not pay the \$5.00 scale. This threat moved many men of these high-cost cooperatives to support the new union.

The leaders of the PMA misgauged the long-run significance of the fact that economic insecurity had driven these men to revolt. The new union was assuming responsibility for solving problems with which a more mature organization had been unable to cope successfully. The hand-leader, the man who was least regularly employed, the man juggling the joint problems of labor and management in a high-cost mine — these were to be the persons whose economic position any dual union among the miners would find difficult to improve. It is generally true that if there are economic bases for the secession of members from a mature union, the persons who form a new union are the very ones whose economic condition is not subject to betterment. Probably for this reason as much as any other the mortality rate has been high among dual unions. That the PMA has survived is therefore significant.

### Support from the Operators

The new union looked optimistically to the prospect of support not only from many groups of miners but also from the operators. It believed that if the producers could be made to realize the strength of the miners' preference for the PMA throughout the state they would recognize the infant organization. Having seen the Illinois Coal Operators Association break with the international union, UMWA, in favor of an insubordinate group in District 12 in 1928, the Progressives were not without some basis for their hope. The PMA accordingly sent out invitations for a wage conference to be held in Edwardsville concurrently with its first constitutional convention.

Management's willingness to attend this meeting was due largely to lack of harmony among the state's operators. The coal industry is characterized in Illinois by the small scale of operations of many

producers and the large scale of a few. For example, in 1933 more than half of the mines in the state produced less than 1,000 tons each; in the same year the twenty-five largest mines accounted for more than half of the 35 million tons produced.<sup>17</sup> In that year the output of a single company accounted for approximately 10 percent of the state's tonnage, a contribution not equaled by the combined efforts of the smallest 1,150 mines.<sup>18</sup>

The production of coal in Illinois was dominated by the large-scale operators who composed the Illinois Coal Operators Association, with which District 12 had signed its collective agreements for many years. Even within this relatively small group of firms, however, there was wide diversity in the problems of operation. Unequal access to markets, disparity in size of operations, differences in managerial efficiency, dissimilarity of physical conditions, and even contrasts in the quality of the local labor force created unlike cost structures for various firms.

Feeling that the giant producers in the state were too predominant in the collective bargaining with the UMWA, some operators had long been discontented as members of the Association. For these firms the standard variations which the contract allowed between individual sub-districts of District 12, UMWA, had provided inadequate escape. This group was receptive to the idea of change in the pattern of union-management relations, and a few of its members were willing to take the initiative in recognizing a dual union.

The operators who met in Edwardsville with the Progressives' scale committee early in October, 1932, came in the main from the vicinities of Peoria, Springfield, and Bellerille, but several other areas were represented. These companies were to constitute the nucleus of a new trade association: the Coal Producers Association of Illinois. The producers gave formal recognition to the new union by agreeing to "check off dues and assessments as directed by the Local Union representatives of the Progressive Miners of America,"<sup>19</sup> and in succeeding months the Progressives were to regard the allocation of the rickeroff as the ultimate test of a company's affiliation. It was agreed further that the mine management would cooperate with the Progressives' pit committee and local president to settle disputes concerning interpretation of the contract. No provision was made for terminal arbitration of grievances.

<sup>17</sup> Computed from Illinois Department of Mines and Minerals, *Coal Report*, 1933, p. 24.

<sup>18</sup> *Ibid.*, pp. 32, 24.

<sup>19</sup> *The Progressive Miner*, October 14, 1932, p. 4. In subsequent footnotes this journal is cited as *The PM*.

The producers were united in their adamant refusal to concede to the new union a day wage in excess of the hated \$5.00 of the Lewis contract. Similarly, they allowed no alteration in the rate for mechanical loading, pick mining, or even the prices charged for powder and for house coal to be used by the miners—all points of loud debate. In these first negotiations the representatives of the new union were forced to recognize that wages for the members of the PMA were irrevocably linked to the scale being paid to the United Mine Workers in the same area. For the PMA to exact a rate higher than that provided in the contract of the UMW would encourage operators to employ members of the rival union; to accept a scale lower than that of the United Mine Workers would alienate the members of the PMA.

With great difficulty the Progressives' scale committee, reporting on the negotiations in Edwinstown, was able to persuade the delegates at the constitutional convention that this contract was the best obtainable. The delegates assumed the authority of accepting the contract on behalf of the entire membership. The agreement was never submitted to the members for approval by referendum, although the United Mine Workers long had allowed the membership to vote on each new contract. The officials of the PMA were able to escape serious opposition to such autocratic procedures for two reasons. The rank and file was desperate to return to work, at almost any scale of pay. Second, the miners had transferred their hostility to Lewis, personally; breaking with the UMWA had become an end in itself, rather than a means to economic security.

### Summary

The United Mine Workers of District 12 lost faith in their officers during the twenties and therefore were receptive to arguments for revolt in 1932. This loss of faith was due in part to frequent quarrels between the officers of the district and of the international organization, UMWA. An even more basic cause, however, was economic in nature. The daily wage provided by the UMWA's contract with operators of the Central Competitive Field remained significantly above that of nonunion employers even after the \$7.50 scale was succeeded in 1928 by the \$6.10 scale. Unemployment had become an ever greater threat during the later twenties, with the growth of nonunion output, the substitution of other fuels, and mechanization of mining.

Employers in District 12 refused to resume operations after April 1, 1932, unless the union would accept a further wage cut. The miners refused to grant such a concession. Tally sheets reporting the results of a referendum on a second proposal to introduce a \$5.00 basic wage



disappeared. President Lewis immediately declared that an emergency existed and put the scale into effect without announcing the results of the vote.

Hundreds of miners throughout Illinois revolted against this assumption of power and struck rather than work under the terms of the new contract. The resistance which the UMWA and members of the Illinois Coal Operators' Association put up against the strikers made the rebels realize that there was no hope of terminating the union's contract. A complete break with Lewis and his organization seemed the only way to escape a wage cut.

Forming a rival union, the Progressive Miners of America, attracted additional men to the revolt and gained the support of a limited number of operators. The PMA found, however, that it was unable to negotiate a scale of wages which was any more favorable to the miners than was the rate provided by the UMWA-ICOA contract. Having accepted the same scale as that negotiated by Lewis and the officers of District 12, the Progressives could no longer base their campaign on the promise of obtaining better wages than those being paid to United Mine Workers. The PMA thereafter sought to win members with arguments which were primarily political rather than economic.

### III. RIVAL UNIONS IN ACTION

The officers of the PMA knew that the contract with members of the Coal Producers Association of Illinois was only a first step toward the defeat of the United Mine Workers. They regarded it as proof, however, that in due time the Progressive union would replace the parent organization in Illinois. The UMWA reacted to the contract by stiffening its resistance to the encroachments of its rival.

The choice of techniques to be used in this conflict was important in determining the ultimate outcome of the struggle. The Progressives' plan was built on the assumption that success would come in the union that could gain the strongest support from the miners and their families. The United Mine Workers sought instead to perpetuate a strong bond between the union and the employers, believing that the miners would stick to a job rather than to a particular union. The Progressives' campaign was necessarily along offensive lines; the UMWA was content with a defensive position.

The PMA was unaware of the strength of opposition which it would meet. Many large-scale employers continued in their refusal to grant strikers' demands to go to work under a Progressive contract. In effect, these operators permanently locked out the strikers. Such resistance from the producers required the two unions to develop techniques for dealing with men who had long been idle. For the PMA this meant finding ways to sustain a miner's loyalty; for the UMWA it meant using hardship as a wedge between the striker and his new union.

The establishment of the Bituminous Coal Labor Board, a year after the split had occurred in the UMWA, made available new processes for the use of competing unions. The representation election and the complaint case largely replaced the jurisdictional strike as techniques. This period of reliance upon Federal labor boards will be discussed as a separate phase of the conflict between the miners' competing organizations.

#### Propaganda

Both unions in the mining fields of Illinois made extensive use of propaganda as a method of winning support. This technique was one which had been common during the years of conflict within the UMWA, and its use after August, 1932, was only an extension and elaboration of earlier practices.

The two unions devoted many columns of their official newspapers to publicizing the latest events in the miners' warfare. The UMWA had an advantage, however, in that it had established during previous

years a favorable relationship with the privately owned newspaper in each of several important mining communities. Therefore it had the benefit of a pro-UMWA slant in the reporting of news concerning the union conflict throughout the state. These accounts apparently influenced the thinking of many readers.

The PMA pushed its campaign of propaganda also by holding countless meetings, rallies, and picnics. Whenever there seemed likelihood that the new union could effect a break with the UMWA, the headquarters of District 1, PMA, sent a representative to address all who would attend such a gathering. The UMWA countered by occasionally threatening to expel any member who attended a Progressive rally and in a few instances broke up meetings. The older union did not hold special rallies as a means of spreading propaganda. It relied instead on the control which local and subdistrict officers had over the membership. In many communities this defense was adequate.

Each union developed its own slogan, which was a constantly recurring theme in all its propaganda. At first the rebellious faction centered its campaign upon the UMWA's wage cut. Because the men felt that President Lewis personally was responsible for the signing of the new pay scale, they keyed their resistance with the slogan "Down with Lewis's wage cut."

Within less than two months the Progressives' leaders found themselves confronted with a major dilemma. The coal operators who were willing to negotiate a contract with the PMA had given convincing proof that they could not pay a wage scale higher than the \$5.00 basic daily rate being paid to the UMWA.<sup>20</sup> Should the officers of the PMA accept the despised \$5.00 scale agreed to by the UMWA or should they continue a strike which they realized could never win them continuance of the old rate of \$6.10? They chose a wage cut in exchange for recognition from the operators. Since then the new union has never pioneered in winning major improvements in the miners' wage scale; it has remained an imitator of the UMWA, by whose economic decisions it is dominated.

No longer able to stand as champions of the old \$6.10 scale, the leaders of the new union straightaway abbreviated their strike cry to "Down with Lewis!" They hammered away at the miners with the message that to continue working under a contract which Lewis had imposed on them without their consent was to submit to a dictator. The right to a democratically controlled union was proclaimed as worth

<sup>20</sup> See Chapter II.

striking fur. This right became the keynote of the PMA's strike propaganda.

In subsequent years the union's major role remained that of champion of democracy per se. Conforming to the model that it had set up, the PMWA has continued to censure Lewis. There can be no question that many miners have remained loyal to the Progressive union primarily because they found in their organization democratic elections, free discussion of controversial questions, and the right to call a referendum if an issue could not be settled otherwise. Although the union has passed through several periods of bitter internal dissension, the rank and file typically have felt that the final decision was made in accord with the will of the majority.

The Progressives' taunts of "Down with Lewis!" or "Down with dictators!" had no apparent effect on the official policy of the UMWA, although they did have significant influence among the miners. UMW local and district officials did not hesitate to expel members who were suspected of inciting their fellow workers to leave the union. The international union held numerous locals in check by revoking charters and appointing a new set of provisional officers. Through a deal between the district and the international, District 12 surrendered its charter to Lewis early in 1933; he then set up a provisional government which has controlled the entire district ever since. Occasionally miners in District 12 have expressed resentment toward this dictatorship, but their complaints have been drowned out by members' praise for Lewis's latest gains through collective bargaining.

In direct opposition to the PMA, the United Mine Workers adopted their own propaganda line. They tried to hold the members' loyalty by publicizing a campaign against the rival union. While the Progressives' banners were proclaiming "Down with Lewis!" the UMWA alternately shrieked and darkly whispered "Down with the Reds!"

Because persons regarded as radicals had led a rebellion in District 12 during the nineteen-twenties, the revolt of the early thirties was subject to suspicion on the same grounds. The UMWA had found in 1928 that the great majority of miners in Illinois were not willing to support an organization if they thought it was Communist-dominated. Of course the operators also could be counted on to oppose radicalism. Therefore the union was sure of the pulling power of its slogan.

The UMWA did not succeed in proving that any officer of the rival union was operating under directions from the Communists. Its Red charge nevertheless did threaten the PMA's success in its campaign of

organization in Illinois. It was an important factor in the new union's "purge" of officials whom the Progressives came to regard as liabilities to the prestige of the PMA. One of these was the editor of *The Progressive Miner*. The UMWA had given extensive unfavorable publicity to his New Year's editorial for 1933, in which Editor Allard had said:

The year of 1932 was merely another 360 days wherein the silly forces of capitalism continued to run rampant over the creative and constructive forces of society—the workers. . . . The solution . . . lies in . . . the organization of the economic machinery to serve society at large instead of the privileged few.

By this far-reaching revolutionary change of private ownership of the socially necessary tools of production and distribution you abolish all inequality, injustices and usurpation of human rights.<sup>21</sup>

Another person who was purged from the PMA was the president of the Woman's Auxiliary. She was one of the union's most talented organizers. A third was a key figure in the union's largest local.<sup>22</sup> Whether the fundamental conservatism of the majority of the miners would have led the PMA to rid itself of these members if the UMWA had not continuously pressed its anti-Red propaganda is problematical.

Much of the zeal to defend the miners' "rights" died within the union even before the last of these dissident members left the organization. Within less than five years the union seemed to have reached the stage of economic conservatism which characterizes many of the mature labor organizations of the United States today. The dominance of conservatives among its leaders has lessened the bitterness of conflict between the two rival unions and has been a factor in making possible the eventual period of truce, armed though it is.

### Appeal to the Family

The miner's family had an important role in this conflict between rival unions. In previous years the entire family had suffered from the effects of the shrinking earnings of the United Mine Worker. To get more for their children was often the incentive which made both a miner and his wife willing for him to take on the risks of becoming a member of a rebel union. In many instances in 1932 it was the woman

<sup>21</sup> *The PM*, January 6, 1935, p. 1.

<sup>22</sup> The last of the three was temporarily suspended from the union in 1939. The immediate cause for his suspension was not a question of radicalism. The real cause seems, however, to have been the hostility which he had aroused on numerous previous occasions when he opposed a conservative stand taken by other officers and members.

of a household who must noisily urged revolt from the UMWA when she felt that the officers had betrayed the rank and file.

The hardships which a strike causes were already familiar to the miner and his family, for as a United Mine Worker he had had little or no work throughout the UMWA's strike, lasting from April 1 to August 10, 1932. By the time that the PMA signed its contract with the Coal Producers Association of Illinois, many miners had endured an additional month on strike for recognition of the PMA. Being on strike brought such poverty to the members of a local that a family's faith in the Progressives' cause was a powerful factor in the individual striker's remaining loyal to the PMA. The temptation to return to work as a United Mine Worker was not easy to resist so long as an operator was recruiting replacements for the man who remained on strike.

The Progressive Miners used various techniques for holding the entire family's loyalty. As soon as it called the miners of Illinois to strike against Lewis's emergency contract, the PMA set up a program of strike relief. It hoped that these allotments would be sufficient to reduce the worst suffering among Progressive families.

The PMA based its program for strikers' aid on the conviction that the strike would be brief, even though bitter, and that the cost of supporting a large-scale distribution of strike benefits during the union's first eight months would soon be more than justified by the state-wide recognition of the PMA. How many persons received allotments is impossible to determine from the union's records. Although only the neediest strikers were granted aid, apparently the total number of recipients ran into the thousands during the first year. At the end of its first eight months, the union reported its outlay for relief to have been more than \$75,000.<sup>23</sup>

The PMA's program of relief to the striker's family served in several ways to prolong the strike. Unquestionably, more than one striking miner reported for picket duty as a form of insurance that his family would remain eligible for help from the union's commissary, and a member whose determination wavered might be somewhat more loyal after finding a larger-than-usual ration in his family's relief quota.

Relief allotments undoubtedly did hold in the PMA some strikers whom poverty would otherwise have forced back to work as United Mine Workers; this was not true for long, however, inasmuch as imported labour or discouraged strikers had filled most of the work

<sup>23</sup> PMA, *Financial Report of . . . Secretary Treasurer*, April, 1933, p. 11.

places in struck mines before the summer of 1933. In addition, any striking miner who had made heavy contributions to support a striking local came to have a very personal interest in that local's gaining recognition for the PMA at the mine.

Expectations of a brief, successful strike proved groundless. Within less than four months after calling its strike, the PMA had sufficient cause for knowing that its members were facing a permanent lockout in the mines of most large operators in the state. No amount of strike relief and loyalty from the reliefer's family would empower the PMA to defeat that resistance.

For the Progressive union to have terminated its strike allotments at this time, however, would have been equivalent to calling off its strike. This would have been an open admission of defeat in its battle to replace the UMWA throughout Illinois, and the union refused to relinquish its faith in its ultimate success. It continued to provide some strike relief during more than five years.

The United Mine Workers of America meanwhile was under no pressure to carry on a competing program of strike relief. As the group in power when the division between the miners occurred, the UMWA had no reason to call members out on strike in District 12. There were no instances in which a minority group of Mine Workers in a Progressive local struck to induce an employer to reverse his decision to sign a contract with the PMA. On the other hand, the officers throughout District 12, UMWA, were often successful in persuading a miner that he would be better off if he returned to work as a United Mine Worker than if he continued to endure the poverty of a striking Progressive.

As a further means of winning the support of the miner's family, the new union encouraged the organization of a Woman's Auxiliary. Wherever a local of the PMA was chartered, the organizers for the Auxiliary tried to draw the women into a chapter. The desire to belong to the Auxiliary spread quickly, and during all the difficult months of the Progressives' strike the woman's organization was a vigorous rebel force. More than one mining village which the UMWA had controlled by threats to expel any miner who connived with organizers of the PMA found later that the Woman's Auxiliary had voided those bans.

The Auxiliary of the PMA bore only remote resemblance to the club or sisterhood which is an adjunct of a men's fraternal organization. The Auxiliary's members enjoyed the sociability which each meeting afforded, but they never lost sight of the fact that the real goal of the organization was a crucial matter in their lives: the employment of more of their menfolk.

The members of the Auxiliary strove continuously to help the union gain recognition. They encouraged their men on the picket lines. Some of them worked day after day in soup kitchens, set up wherever the families' needs were so great as to make communal feeding necessary. Wives of working Progressives gave food from their families' own meager supplies and helped ship it to Auxiliary chapters in villages where the men were on strike.

To raise the morale of the group and to maintain the women's support for the sacrifices entailed in the strike, the Auxiliary carried on a varied program. It held numerous meetings. It stressed the prestige attached to each member's wearing the white uniform of the group when she attended a meeting of the Auxiliary or the union. It trained teams of members to participate publicly in drill formation. It sponsored junior chapters for the strikers' children. It contributed to each issue of the union's official newspaper a page of news about the activities of the Auxiliary. The tone of the reporting was designed to enhance the women's pride in the importance of what they were doing.

The Auxiliary's officers shared with the officials of the men's organization the responsibility for formulating many of the policies of the PMA during its first year. The women felt that they had made such great sacrifices for the union that they should have some voice in major decisions. Friction resulted when the men's officers refused to adopt policies which were advocated by the president of the Auxiliary and by the union's more aggressive members. The Auxiliary installed a different set of officers in the winter of 1934-35, and thereafter was far less important as an adjunct of the union.

### The Strike

Each union saw that its success in the struggle for supremacy in Illinois would ultimately depend on its gaining recognition from the coal producers. The Progressive Miners of America could achieve this only by displacing its well-entrenched rival; the UMWA could concentrate upon strengthening existing ties with the large-scale operators. During the first year of their competition, the two unions lacked the aid which they were later to find in Federal labor boards, after the National Industrial Recovery Act went into effect.

The Progressive union had recognized from the first that a binding contract with the coal producers of Illinois was its only sure guarantee of survival. Its use of propaganda and its efforts to win the loyalty of the miner and his family were recognized as techniques which were valuable only if they led to recognition from the operators. The union



had to admit, almost from its first hour, that these two techniques were inadequate measures for attaining that goal. Success seemed beyond reach unless the PMA resorted to the use of a third technique: the strike.

During the fortnight before the PMA was organized, many United Mine Workers struck against their union's "emergency" contract establishing the new \$5.00 wage scale. From among these strikers came the founders of the new union. One of the first official acts of the Progressive Miners of America was to issue a call to all miners of Illinois to join this strike and to demand recognition for the infant union, under the terms of a temporary extension of the old \$6.10 wage rate.

A vote to shift a local from the UMWA to the PMA was automatically a vote to go on strike. In some mines there was a lapse of only a few days between the miners' striking and their returning to work under some form of recognition from the employer. At other mines, however, the employer withheld recognition either temporarily or permanently. Many men who voted to leave the old union and become part of the new one were never again to be employed in the mines.

The PMA asserted on September 23, 1932, that striking Progressives had secured recognition from 115 operators who were paying the \$6.10 scale and allowing absolute division of work under temporary contracts.<sup>24</sup> Only seven of these mines produced coal for shipment by rail, and the local mines — constituting the rest of the list — were typically very small.

Only by surrendering its demands for continuance of the old \$6.10 scale and for certain other advantages was the Progressive union able, on October 8, 1932, to obtain a formal contract with a new association of operators. This compromise reduced the object of the strike to one: recognition for the PMA in the mines throughout Illinois — an aim with which the new union made its District 1 coextensive. Thereafter the strikers were far more successful in persuading employers to sign a contract.

Almost 15,000 miners had gone to work as Progressives at the beginning of November, 1932,<sup>25</sup> and within another month approxi-

<sup>24</sup> *The PM*, September 23, 1932, p. 1.

<sup>25</sup> Computed on the basis of facts stated in *The PM*, November 4, 1932, p. 1, concerning the identity of companies under contract, and of figures given in Illinois Department of Mines and Minerals, *Coal Report*, 1932, as to numbers of persons employed at individual mines.

mately 3,000 additional members were placed under contract.<sup>66</sup> These figures do not include those miners who belonged to a Progressive local but were unemployed.

They also exclude approximately 1,200 Progressives who had gone back to work for companies that had granted recognition to the PMA only to the extent of allocating the checkoff to it and allowing it to handle grievances. These operators had refused to sign a contract with the new organization, giving as their reason their having been members of the Illinois Coal Operators Association when it accepted the "emergency" contract with the UMWA.<sup>67</sup>

In addition, the PMA had been able to maintain an effective strike at the mines that the state's largest producer, the Peabody Company, was trying to operate in central Illinois. This firm had signed the "emergency" contract with the UMWA on August 9, 1932, but had been able to open its four active mines in Christian County for an average of less than eight days per mine by the end of November, 1932, and its four mines in Sangamon County for only one day previous to November 9, 1932.<sup>68</sup>

The Progressive strikers in Christian County represented a significant proportion of the mineral work force in Peabody's mines. The company therefore sought to reach a limited compromise with the PMA in November, 1932. If the PMA would call off its strike in that county, the company would avoid discriminating against Progressives when it reconstituted its work crews and would allow members of the new union to request exemption from the UMWA's checkoff. The PMA refused the offer because the company was still unwilling to recognize the new union as the representative of its members.

What was the geographical extent of the Progressive strikers' success in Illinois at the end of their first three months of activity? The union had been able to take over all locals in four counties: Montgomery, Maconin, Madison, and St. Clair. The mines in this block of counties had produced one-fifth of the state's 1931 tonnage.<sup>69</sup> In Sangamon and Christian counties, just north of Maconin and Mont-

<sup>66</sup> See *The PMA*, November 25, 1932, and December 2, 1932, p. 1.

<sup>67</sup> These mines included the following: the St. David mine of the T-max-Tract Coal Company; the Edwards mine of the Central West Mining Company; the Canton mine of the Canton Coal Company; United Electric's Mine No. 9 at Cuba and the Karl Ray mine at Iperburg.

<sup>68</sup> Bill of Exceptions, pp. 5, 10, 21, *United States v. Anderson et al.* The decision of the circuit court appears at 101 F. 2d 325 (C.C.A. 7th, 1930).

<sup>69</sup> Computed from Illinois Department of Mines and Minerals, *Coal Report*, 1931, pp. 21, 32-35.

gomery, the strikers had gained a contract from every employer except the Peabody Coal Company. In Tazewell, Peoria, Fulton, Macon, and several other counties strikers had won recognition at scattered, individual mines.

Cheered by their initial success, the men in revolt against Lewis's union ignored the significance of the fact that they had been unable to win even one lural in counties which had been the source of well over half the state's total output of coal during 1931. These included, among others, Vermilion on the eastern border of Illinois and five important coal-producing counties in southern Illinois: Franklin, Williamson, Saline, Jackson, and Washington.

Any Progressive lural that went on strike confronted the employer with a limited range of alternatives. The union, of course, hoped that he would be persuaded to grant immediate recognition and put his former employees back to work promptly. If he refused to let his men go back to work so long as they remained members of a rebel group, he had the further choice of letting his mine stand idle or of trying to recruit enough United Mine Workers to form at least a skeleton crew. The union found itself foiled if a company could afford to leave a mine idle indefinitely.

### Picketing

Whenever an employer attempted to put United Mine Workers into a struck mine, the Progressive union immediately called on its striking and unemployed members to serve on a picket line. This policy during the union's first year led to picketing in nearly all coal-producing counties in the area from Fulton County in the north to Saline in the south. At the end of thirteen months, picketing in a membership-jurisdictional strike of this type became obsolete, because the representation election had become available under the National Industrial Recovery Act.

The PMA had no difficulty in recruiting large numbers of men for its picket lines. Any Progressive who had been working at the time his lural went out on strike was naturally eager to do all he could to prevent another man's taking his place in the mine. He regarded the job as definitely his own even while he was on strike. He felt also a gnawing fear that if he did not regain his own job he would be unable to find another one anywhere else.

The obligation to serve on the picket line was not limited, however, to times of crisis at a man's own mine. If his lural was on strike and there was no apparent likelihood that his employer was preparing to

call men back to work, a member might be expected to join a group of pickets at another mine where the PMA was trying to prevent the operator from employing members of the rival union.

This mobile group also included unemployed Progressives, for these men were undeterred by any obligation to report for work even when their home mine was currently employing other members of that local. The unemployed picket could always hope that he might be one of the lucky Progressives to get a job if the fracas brought recognition for the PMA and exclusion of the United Mine Workers from that pit. Men living within a radius of as much as fifty miles went to picket at mines where the PMA was facing especially strong resistance from members of the rival union and from the operator.

Activity on a picket line constituted for many a welcome escape from the utter monotony of life in the mining towns of Illinois, where unemployment and months of strike had created an unbearably drab and depressing situation. To the miner and his wife, a busy picket line was often a means of relief from the boredom of having nothing to do and no place to go. More than one miner was drawn to the picket line also by the fact that it gave him a chance to express openly some of his resentment against the unbearable conditions in which the depression and the strike had enmeshed him and his family.

The number of persons serving on a picket line varied but on many occasions was so great as to constitute a threat of intimidation for men who wanted to report for work. The fact that picketing was not always "peaceful" aggravated the hostility between the members of the rival unions.

The quality of the picketing can be inferred from two illustrations, the first of which was reported in the PMA journal as follows:

Only about five former members of the United Mine Workers attempted to work with others imported from southern sections of the state.

Among those who attempted to work were H..... C....., with his stepson. Members of the Progressive Miners of America had urged him not to break the solidarity of the ranks. He agreed and as a result of his decision to remain with the union, miners began to give him relief. An order of \$4.00 worth of groceries was given to C..... This was really more than the average allowance to each striker. The following morning . . . C..... was one of the first ones seen trying to break through the picket line. The pickets urged him to refrain from working and he agreed once more. He had not [been] gone fifteen minutes when he again returned at high speed, attempting to break the line. . . . C..... began to try to bluff his way through and a fight took place.<sup>22</sup>

<sup>22</sup> *The PM*, November 25, 1932, p. 1.

Another instance involved two hundred United Mine Workers, who had traveled into one county from adjacent areas to work in a mine which Progressives were picketing. They spent their nights and the July 4 holiday work and at the mine rather than risk leaving the operator's property to go home.<sup>30</sup> Presumably they took this action because they were afraid that once outside that county they would be prevented by pickets along the highway from ever returning to their jobs.

Quite obviously the new union hoped that its barring United Mine Workers from easy access to a mine would reinforce the loyalty of its own recently won members and would soon induce the operator to rapidly Progressivize.

### Counter Measures

To defeat the efforts of the pickets, the United Mine Workers of America cooperated closely with those employers at whose mines the Progressives were striking. The older union was fully aware of the identity of loyal United Mine Workers if any remained as a minority in a Progressive local. Thus the operator received valuable information as to the response which he could expect if he reopened his mine under the terms of his contract with the UMWA.

If the nucleus of loyal United Mine Workers in a Progressive local seemed inadequate to make up a skeleton crew for reopening a struck mine, the UMWA undertook to supply men from other parts of the state. Among the thousands of its unemployed members, there were many who were so desperate for work that they did not care whether they would be branded "strikebreakers" if they replaced strikers in the mines.

Such cooperation between the UMWA and its employers was doubly advantageous to the union. Firstly the preponderance of the United Mine Workers was increased in the community into which the union sent its members. Second, the union reduced the number of unemployed members in the recruits' home towns and thus eliminated from those communities men who were prone to feel that they had nothing to lose by joining the PMA.

The widespread unemployment which facilitated the PMA's recruiting pickets had the simultaneous effect of enabling the rival union to make the pickets' efforts far less effective. Substitution of work crews belonging to one union for those belonging to another had little effect on the total amount of unemployment in Illinois, but it did

<sup>30</sup> *Benton* [Ill.] *Evening News*, July 5, 1933.

further aggravate the bitterness of feeling between members of the two organizations.

This duplication of the work force created social problems throughout every phase of the community. The mining village is typically homogeneous in the national origin of its residents, but many of the strikebreakers were of very different background. Frequent contact between strikers and working miners and between members of their respective families was unavoidable and resulted almost inevitably in conflict too bitter to be handled effectively by the local police.

The schools lacked facilities and teachers to care for the suddenly expanded enrollments as immigrant miners moved their families into these villages. The fact that the two sets of children were bitterly hostile to each other made insoluble the schools' problems of maintaining discipline in the overcrowded buildings.

Even the merchant was caught in the crosscurrents. Should he sell to his established customers, who now could not pay him; or should he risk their permanent ire by favoring the newcomer who was receiving a fortnightly pay check?

When a newcomer replaced a striker in a mine, the striker paid very dearly for his loyalty to the new union. Importing miners from one town to another reduced the striker to the status of surplus labor, a long-term burden on the community. There were no other kinds of jobs to be found in most of the hard-pressed mining communities, and he and his family faced the full measure of suffering which accompanies prolonged unemployment. For example, although no homes were built for the new families, these people found enough houses available for rent, because so many Progressives' families had had to double up as best they could when the strike dragged on.

The people of the mining towns gradually saw the lengths to which the operators and the UMWA would go to get a mine back into operation. The Progressive union found that with this realization came greater resistance to its attempts to draw additional beads out on strike against the UMWA-IOA contract. On the other hand, after newcomers had replaced all strikers in a given mine the members of that local of the PMA had little to gain from rejoining the UMWA. Therefore that local might remain a unit of the PMA despite hardships which otherwise would probably have carried it back into the older union.

In some instances the large-scale employer could resist prolonged picketing even without the help of the UMWA in importing "strikebreakers." For example, some mines could produce an adequate tonnage

of coal with fewer men than had been working when the previous contract with the UMWA had expired. This was conspicuously true at any pit where the men had been dividing working time. Any large company which owned mines producing the same quality of coal in different regions of the state could reassign its sales orders to a mine in an area where the Progressives were not established. The Progressives' initial program of picketing had not covered the state completely enough to forestall this kind of substitution.

Had the strike occurred in a period of high demand for coal, the Progressives would have found the operators far less able to resist the demands of the pickets. The general business depression can hardly be overemphasized as a factor in the effect which picketing had on the duration of the strike.

The United Mine Workers of America was not content with merely supplying strikebreakers. It took far more decisive steps to protect its contract with the members of the Illinois Coal Operators Association and certain independent operators. On the safeguarding of its contract the UMWA concentrated its hopes for defeating the rival union.

The Illinois Coal Operators Association included nearly all the large coal producers in the state. In 1933 one company employed more than 7,000 persons and five other companies employed more than 1,000 men each. The Association's seven largest producers alone accounted for more than one-third of the output of all the state's shipping mines.<sup>32</sup>

Throughout the autumn of 1932, President Lewis had good reason to be alarmed at the success which Progressive strikers had had in persuading firms to sever old ties with the ICOA-UMWA bloc and join the Coal Producers Association of Illinois. This newly formed organization and independent small-scale producers had signed contracts with the PMA to cover more than one-fourth of the 50,000 miners working in Illinois by mid-December of 1932.

It became all too apparent to Lewis that the Progressive union was determined to put itself in a position to supplant the UMWA when the latter's contract with the ICOA would expire on March 31, 1933. Lewis could ill afford to gamble on whether or not his rivals would succeed. He therefore made a decisive move to protect his union's hold on the employers.

On December 21, 1932, representatives of the Illinois Coal Operators Association met in Chicago with officers of District 12, UMWA, and John L. Lewis. The operators and the union formally agreed to

<sup>32</sup> Data concerning output and number of employees computed from Illinois Department of Mines and Minerals, *Coal Report*, 1933, Table U, pp. 30 ff.

renew the "emergency contract" for a period of two years following April 1, 1933. Renewal of a contract did not require a referendum vote of approval from the membership. Taking an additional precaution against the rise of the PMA, the conference inserted in the contract a new paragraph requiring a union shop for members of the UMWA "when available and when in the judgment of the operator the applicant is competent."<sup>33</sup>

The renewal of the UMWA-ICOA contract brought no immediate change in the Progressive union's tactics. The new organization continued to compete for the allegiance of the miners of Illinois and to call its members out on strike if an employer refused to recognize a Progressive local. The PMA clung to its belief that if the miners joined it the new union could in due time persuade the operators to recognize it.

The Progressive union responded to the United Mine Workers' premature renewal of their contract by pushing its organizational campaign into southern Illinois. In Saline County it induced three operators to recognize the Progressive locals at their mines, and thereby added approximately 2,300 working miners to those already under contract.<sup>34</sup> The more optimistic members of the PMA regarded this success as proof that their union would soon be able to replace its rival throughout all southern Illinois.

The PMA won also the local at the Fidelity Mine (Number 11) of the United Electric Coal Companies. It did so, however, without basis for hope that the employer would sign a contract with the new union. This producer was employing Progressives in two of its other mines, but in neither had it granted the PMA more than limited recognition. Moreover, it had continued its membership in the Illinois Coal Operators Association, which recognized only the UMWA. The company allowed the men at Fidelity to work under the same kind of agreement as it had with its other Progressive locals: the PMA received the checkoff and was allowed to participate in the handling of grievances.

Three locals at mines then operated by the Peabody Coal Company voted to become Progressive.<sup>35</sup> The members of the union as a whole were reassured by this feat, ignoring the implications of the producer's

<sup>33</sup> *Wage Agreement and Working Conditions between the Illinois Coal Operators' Association and the International Union UMWA and District No. 12 UMWA, effective April 1, 1933.*

<sup>34</sup> Illinois Department of Mines and Minerals, *Coal Report*, 1933, pp. 32 f.

<sup>35</sup> These mines were No. 44, in Perry County and Nos. 43 and 47 in Saline County. The three mines employed a total of more than 2,000 men in 1933.



continued refusal to employ any of the hundreds of Progressives already on strike at its mines in central Illinois.

Taking so many men out on strike at the Peabody mines in southern Illinois had increased proportionately the size of the relief assessments which the working members throughout District I (Illinois) were paying into the PMA. For the first time, some members and officers seriously questioned whether the union should order additional men to strike until it had put into the mines, as Progressives, more of the men already out. The conservatives on this issue were in a minority, however, and the union prepared to call a strike of all working miners in Franklin County.

In issuing a call to all the miners of a county, the PMA was departing from its established practice of securing a local at one mine after another. It timed the strike to prevent the Franklin County operators from putting into effect their new contract with the UMWA on April 1, 1933. The mines of the county employed approximately 8,000 men at this time.<sup>36</sup>

*The Progressive Miner* asserted that 85 percent of the Franklin County miners stopped working when the strike went into effect.<sup>37</sup> In contrast is the fact that the strikers did not succeed in persuading any employer to substitute Progressives for United Mine Workers in his mine. Although the new union's figures showing the extent of the strike were an overestimate, the results of the work stoppage proved conclusively that support from the miners would not assure the establishment of a rival union. Working miners who remained away from their jobs were permanently suspended under the automatic penalty clause of the UMWA-ICOA contract, and six months later the PMA reported having more than four thousand idle members in Franklin County.<sup>38</sup> The United Mine Workers of America remained secure, protected by a contract with the members of the Illinois Coal Operators Association.

### Summary

The use of varied techniques characterized the years of bitter conflict between the men who belonged to the Progressive Miners of America and those belonging to the United Mine Workers. Each union made charges and counter charges against the other in bitter campaigns of propaganda. The Progressives were somewhat more sensitive to the

<sup>36</sup> Illinois Department of Mines and Minerals, *Coal Report*, 1933, p. 209.

<sup>37</sup> March 31, 1933, p. 1. The strike had been called on March 26.

<sup>38</sup> PMA, *Financial Report . . . for the Months May, June, July, August, September, and October, 1933*, pp. 4 f.

impact of these drives than were the United Mine Workers. The Progressive union recognized as important the attitude of the member's family, and so devoted a great deal of attention to a program of strike relief and to the encouragement of a Woman's Auxiliary.

The PMA relied upon a strike to prevent the coal operators from employing members of the rival union. When the Progressive union reinforced its demands by organizing picket lines, the UMWA countered by supplying workers to take the place of strikers. Enjoying the advantage of being the established union, the UMWA did not use the strike as a means of defeating its competitor. It found that reliance on a contract with a group of large-scale operators was a technique whose effectiveness the PMA could not equal.

#### IV. ROLE OF LOCAL AND STATE GOVERNMENT

The intensity of feeling between the two unions was so great as to endanger a peaceful way of life in Illinois mining communities. This hostility eventually involved the government at local, county, state, and Federal levels. On many occasions a crisis arose which brought interference from several agencies of government simultaneously; in a few instances even such a combination of power failed to prevent loss of life and destruction of property.

Social costs of this interunion rivalry were high. Loss of life and destruction of property were the most publicized costs but not the only ones. This struggle for control led also to an unusual outlay of public money for supporting extra police, deputy sheriffs, and National Guardsmen to maintain the peace and for handling an extended docket of cases in the courts.

There were other costs, which, though less tangible, were for many persons in the mining fields the most serious of all. In the thinking of many strikers and miners there was a long-term loss of respect for the law and of confidence in the equality of men's rights before the law. There was a loss of faith in one's neighbors, who, through a difference of opinion about the two unions, had come to be suspected as enemies willing to bomb or even to kill.

The extent of this violence was so great that living afraid of physical harm became a chronic attitude on the part of miners and strikers in those villages where the conflict between the two unions was acute. Undoubtedly some persons took advantage of the interunion warfare to commit crimes for which the offenders hoped the unionists would be blamed but which in reality were to settle old grudges. It has not been possible to make an accurate count of all crimes which directly resulted from the rivalry between Mine Workers and Progressives.

One of the coal companies compiled a table entitled "Crimes Committed as a Result of Mining Troubles, Period August 1, 1932 to October 1, 1934." The list is not definitive in that it includes crimes for which the motive could hardly be known, it omits others which occurred in strife-torn communities in which the company owned no mines, and it is limited in time span. Nevertheless, the fact that 313 offenses are listed gives a meaningful indication of the amount of violence in important mining fields of Illinois during those years. From a more inclusive list than this operator's, a few cases will be described as illustrative of the impact which rival unionism had upon the problem of law enforcement in Illinois from 1932 to 1938.

Because the Progressive Miners of America could survive only if it ruptured established relationships which miners and operators had with each other through the United Mine Workers Union, the new organization found itself in conflict with the agencies of government far more frequently than the older union did. There is hardly a basis, however, for generalizing as to the relative lawlessness of the typical member of either union. The miners had all been in one union until the break of 1932, and after that time some persons in both unions committed illegal acts.

The violence discussed in this chapter occurred almost exclusively during the first year after the miners withdrew from the UMWA to form the Progressive union. By mid-summer of 1933 strikers' work places in the mines had ceased to exist, because of more efficient utilization of the labor force, or had been filled by United Mine Workers. Attempts to intimidate workers or strikers could have little effect on the number of employed members in either union. Putting working miners under contract was clearly recognized as the real goal of both organizations. After the summer of 1933 both turned to the Federal government for help in achieving this objective.

### An Environment of Violence

The split in the UMWA occurred at a time when it had become a common practice in the mining towns for a man to take into his own hands the defense of his person and property. There was a prevalent feeling that after a man had received from the officers of the law as much help as he could, he was in no wise bound to let matters rest there. The hostility between the two groups of miners became so great that neither the government nor the individual was able effectively to guard persons and property against harm, and the interunion conflict therefore took place in an environment of fatal shootings and frequent bombings.

By 1932, carrying arms had become such a usual custom in some villages that at least one company had put up a so-called "gun board" where miners could place their guns before going below the surface.<sup>20</sup> Being armed resulted in the unpremeditated killing of many persons in the mining communities during the years of the unions' most bitter hostility; to what extent it encouraged deliberate murder is almost impossible to assess. Very few of the deaths were followed by conviction of an alleged slayer.

<sup>20</sup> Bill of Exceptions, p. 807, *United States v. Anderson et al.*

The probability of personal violence was increased by the prevalence of mass activities, in which many members of the rival unions were thrown into direct contact with each other. For instance, a police officer was shot fatally in downtown Springfield when he attempted to restore order in a crowd of Progressives and United Mine Workers. A fight had started over the issue of a local union's affiliation.

The presence of large numbers of pickets was an additional hazard to personal safety. The most tragic outbreak of violence between strikers and pickets occurred in Christian County. Picketers formed an unusually long line at Peabody's Mine No. 7 on the first day of operations in 1933. Although the company's guards requested the group to disperse, Kincaid's chief of police declared that he would enforce the Progressives' legal right to picket.<sup>40</sup>

Fearing an outbreak of violence when they came out of the pit that evening, the workers left in a group, escorted by mine guards. Shots were fired, and within a few minutes two persons had been killed and twelve wounded. One of the dead was a company guard who had been especially disliked by the strikers because he had served recently in the National Guard.<sup>41</sup> The other fatality was a picket's wife, who had been struck by a bullet as she let her husband into their home, which faced the mine gate.

Shortly thereafter dynamite explosions shook Kincaid and destroyed the homes of two strikers. On the following morning a Peabody dock boss, commissioned as a deputy sheriff, was killed when bullets hit the car in which he was driving down the main street of Kincaid.

Even during the early months of the interunion conflict, mining communities had good reason to fear that members of the warring factions would resort to willful destruction of property. Such violence might have any of several objectives: to shape public opinion, to influence the miners in their choice, or to induce operators to recognize one union and exclude the other.

Two bombings which apparently were attempts to influence public opinion occurred in Taylorville not long after the strike started. One damaged the plant of *The Daily Breeze*, the town's newspaper, which had published an editorial advocating that the miners quit striking for the \$6.10 scale.<sup>42</sup> Other bombs were hurled at the homes of each of two persons prominently sympathetic to the strike.<sup>43</sup> Such violence was to recur in some mining communities during as many as five years.

<sup>40</sup> *The PM*, January 13, 1933.

<sup>41</sup> *St. Louis Post-Dispatch*, January 4, 1933.

<sup>42</sup> *Chicago Tribune*, January 5, 1933.

<sup>43</sup> *The PM*, December 2, 1932.

Violence apparently designed to influence individual miners in their choice of unions was an almost daily occurrence in the counties in which members of the rival unions were competing for control of a local union or for jobs. Houses and automobiles were damaged by dynamite, union halls and relief stations were bombed, and countless instances of lesser violence were reported by strikers and miners alike.

Deliberate destruction reached its greatest extent, measured in terms of dollar value, with the bombing of property belonging to coal companies or to coal-hauling railroads. Such violence was presumed to be an attempt to induce a coal operator to choose one of the two rival unions.

The list of such crimes is long, but the seriousness of such destruction can be inferred clearly enough from two instances occurring after the strike had been in effect for some time. Dynamite destroyed the exhaust fan of Peabody's Capital mine (Springfield) while 350 men were working below.<sup>41</sup> A time bomb wrecked the engine room of the mine which the Burlington Railroad owned at Valer.<sup>42</sup>

The destruction of mining property might have been more extensive than it was, had not the operators taken positive measures against it. To protect their property, members of both operators' associations employed a force of private guards whenever the bitterness of inter-union struggle seemed dangerous. These watchmen made buildings and machinery relatively secure.

No amount of protection at a shipping mine, however, guaranteed the ultimate delivery of the coal to the market, because any train carrying coal remained liable to bombing. A single break in the track could stop shipments at least temporarily, and obviously it was impracticable for either the railroad or the shippers to post guards along an entire right of way.

The railroad which was most frequently bombed was the Chicago and Illinois Midland, a carrier of coal from Peabody's mines in both Sangamon and Christian counties, the C. and I. M. was bombed sixteen times within approximately three years after the conflict started between the rival unions.<sup>43</sup> During the same interval there were fourteen additional occasions when a fire was started or dynamite planted on some other railroad's right of way in the mine fields.<sup>44</sup>

<sup>41</sup> Bill of Exceptions, pp. 150 ff., *United States v. Anderson et al.*

<sup>42</sup> *The PM*, September 3, 1935, p. 1.

<sup>43</sup> Bill of Particulars, Transcript of Record, pp. 38 f., *United States v. Anderson et al.*

<sup>44</sup> *Ibid.*

### Role of Local and County Officials

The government frequently became involved during the thirties in trying to maintain or restore order in the mining communities. Recognizing that mass activities, such as picketing and large meetings, increased the probability of an outbreak of violence, the police and sheriffs tried to take special precautions when crowds of miners and strikers gathered.

During the autumn of 1932, when the Progressives were first struggling to establish their union, the sheriff of Fulton County banned picketing within the area under his jurisdiction.<sup>48</sup> The sheriff of Christian County went so far as to forbid congregating on the streets of Taylorville and forming of mass picket lines at any mine within his jurisdiction. Despite the ban, the PMA staged a mass meeting in Taylorville on October 12, and for their defiance about a thousand persons in the crowd of Progressives were arrested.<sup>49</sup>

The Progressives succeeded in having Christian County's sheriff enjoined from placing restrictions on meetings and picketing, but the respite was for only about a fortnight at the turn of the year. The outbreak of violence between miners and pickets at Kincaid on January 3, 1933, gave cause for the reimposing of these restrictions. It seemed to justify the sheriff's contention that local and county officials did not have sufficient power to stop an outbreak of violence once it had begun.

In mid-February, 1933, the sheriff and the state's attorney in Franklin County banned all mass meetings and picketing in the area under their jurisdiction.<sup>50</sup> Here, as in Christian County, the ruling hampered the Progressives but not the UMWA, inasmuch as the latter was not undertaking either activity at that time.

Even where a sheriff did not issue a blanket ruling against picketing and meetings, he often attempted to give protection to one faction or the other. For example, deputy sheriffs in Williamson County dispersed a UMWA local union meeting where the question of changing union affiliation was under hot debate.<sup>51</sup> When Progressives tried to hold a rally at Dorvill (Jackson County) the sheriff and a force of his deputies barricaded the highway leading into the county at that point and turned back all cars trying to enter.<sup>52</sup>

When violence broke out between pickets and National Guardsmen in Macon County, the sheriff ordered the strikers to disperse. Having

<sup>48</sup> *UMWJ*, December 15, 1932, p. 9.

<sup>49</sup> Bill of Exemption, p. 61, *United States v. Anderson et al.*

<sup>50</sup> *The PM*, February 17, 1933, p. 1.

<sup>51</sup> *Ibid.*, February 24, 1933, p. 1.

<sup>52</sup> *Ibid.*, May 15, 1933, p. 1.

refused to withdraw, the pickets were scattered by the use of tear gas. Forty pickets were arrested on charges of "unlawful assemblage and rioting."<sup>51</sup> In Sangamon County, deputy sheriffs attempted to guarantee safe passage to miners who wanted to cross the Progressives' picket lines at the Peabody mines during the winter of 1932-33.

In Saline County, the sheriff did not give the United Mine Workers enough protection to enable them to go through the PMA's picket line at the Rex Mine in Elkhartsville. He attempted to prevent violence by issuing an order against miners' entering the county from other regions to take up jobs in Peabody mines at a time when the Progressives were picketing there in large numbers. The Peabody Coal Company and officers of the UMWA applied for an injunction restraining the sheriff from interfering with the importation of labor and were granted this temporary relief.<sup>52</sup>

Throughout the part of Illinois which was affected by the inter-union conflict, the sheriff frequently increased his force of deputies, in an effort to assure more complete control within his bailiwick. This practice resulted almost inevitably in the arming of persons who were biased toward one union or the other; during 1932-33 there were very few persons who were wholly neutral in attitude toward the two unions.

The *United Mine Workers Journal* announced the swearing in of more than two hundred "working miners" as deputy sheriffs for Christian County.<sup>53</sup> This meant that all were members of the UMWA, for no Progressive was working in that part of the county. "The county was divided into territories, and squad leaders were deputized to the various territories from the miner deputies." A former spy for the Peabody Coal Company testified in Federal court as follows concerning this arrangement: Peabody's general superintendent in Christian County "took over one of the sections of the sheriff's office and despatched his men from there. . . . He had approximately 100 to 150 deputy sheriffs on his payroll."<sup>54</sup>

When Progressives successfully prevented United Mine Workers from reporting for work at Peabody's Mine No. 43, in Saline County, an officer of the Illinois National Guard requested the sheriff to disarm the pickets. The sheriff thereupon deputized the pickets, who continued to carry guns.<sup>55</sup>

<sup>51</sup> *Ibid.*, November 25, 1932, p. 1.

<sup>52</sup> *Benton Evening News*, July 5, 1933.

<sup>53</sup> November 15, 1932, p. 15.

<sup>54</sup> Bill of Exceptions, p. 527, *United States v. Anderson et al.*

<sup>55</sup> *Ibid.*, p. 808. Testimony of Major C. J. McMackin of the Illinois National Guard.



Repeatedly, after a sheriff had taken some action in the miners' conflict, written accounts state that he and his deputies were present. Obviously, one law officer alone would have been unable to keep the peace when the groups of opponents were as large as they were for any mass activities connected with the union rivalry.

On the other hand, the practice of deputizing miners or strikers constituted in itself a further hazard to the peace. For example, a double tragedy in Perry County can be cited. A child had been shot by persons who fired into a miner's home. On the following day four deputies entered the home of a Progressive striker to question him and a guest about this killing. All six men were armed. In an ensuing fight, the two strikers were shot dead and a deputy was slightly wounded.<sup>58</sup>

A mining investigation committee, appointed by the Illinois General Assembly, wrote as follows concerning the role of the counties' officials:

Open law violations were permitted . . . prosecutions were neglected, and in some instances the law enforcing officers gave the support of their office to the faction with which they were affiliated. As a result, cold-blooded murders have gone unpunished, violations of the law have been sneered at, and the controversy itself has been fanned to greater intensity. It is the opinion of the Committee that if the law had been thoroughly and impartially enforced by the sheriff and the State's Attorney in the respective counties, where the trouble has arisen, there would have been few if any violations of the law.<sup>59</sup>

Believing that a sheriff and his deputies could contribute to a union's success against a rival union, both the UMWA and the PMA took an active part in county elections in 1934. The Progressives regarded as a bright omen the election of the candidate whom they had backed in each of four counties which had been the scene of prolonged conflict: Fulton, Sangamon, Christian, and Saline.

The assistance which these men were able to give the new union proved to be only slight, however, because they were powerless to weaken the contract between the UMWA and the Illinois Coal Operators Association. As the permanence of that relationship became increasingly obvious, the PMA held fewer mass demonstrations, and the function of the sheriff in regulating them declined correspondingly.

### Intervention by the State of Illinois

Above the level of local and county government the state of Illinois frequently became involved in the dispute between the miners' two

<sup>58</sup> *UMWA*, April 15, 1933, p. 7.

<sup>59</sup> Illinois General Assembly, Mining Investigation Committee, *Report*, Appointed pursuant to House Joint Resolution No. 16, 58th General Assembly. Typed.

unions. On several occasions when it seemed probable that the local police would be unable to maintain order, a plea was sent to the Governor of Illinois to order the National Guard into the zone of trouble. Usually the local authorities requested these services after an operator had insisted that the local and county officials were not giving adequate protection to his property and workers. On the other hand, in case of a general outbreak of violence such as occurred during 1933 in Taylorville on January 3-4, at Springfield on February 22-23, and at Harrisburg on October 4-5, the decision was apt to be made by local authorities.

According to Carlos E. Black, then Adjutant General of Illinois, the fifteen months following the organizing of the PMA marked an all-time high in days of active duty for the National Guard of Illinois.<sup>60</sup> During that interval members of the Guard served a total of 83,958 man-days in the mine fields, a service which cost the state of Illinois more than half a million dollars.<sup>61</sup>

The way in which the National Guard handled its assignment in one of the mining communities has been described graphically by the officer who was in command of the troops at the outset of each of the three major disturbances requiring the Guard to intervene in the inter-union warfare.<sup>62</sup> When strikers from "all parts of Southern Illinois" assembled for a parade in Taylorville on October 12, 1932, the sheriff asked for help. The National Guard thereupon increased its forces to twenty-four officers and 413 men, a number approximately three times as great as that of the forces in the county since September 18. [During the morning the troops already] on duty had surrounded the crowd assembled on the square and had driven them into the different rooms and offices of the Court House. This crowd of over 1200 persons was held within the Court House till sorted into different groups from separate communities or towns. . . . These groups were then escorted to their automobiles and trucks by details of soldiers and directed to leave the city. In this manner practically all out of town persons had been expelled from the city by two o'clock that afternoon. A few stragglers from this gathering along with a group of local striking miners again attempted to picket all working mines in the county that afternoon. These pickets, about 500 in number, were dispersed by the use of gas and the determined action of the troops with bayonets and clubs without serious injury to anyone.

<sup>60</sup> C. E. Black, "From the Adjutant General," *The Illinois Guardsman*, December, 1933, p. 5.

<sup>61</sup> *Ibid.* The duty was served in four counties: Christian, 58,827 days; Saline, 13,694 days; Sangamon, 10,095 days; Fulton, 1,212 days.

<sup>62</sup> Robert W. Davis, "Riot Duty," *The Illinois Guardsman*, March, 1934, pp. 6 ff. Davis was a lieutenant colonel of the 130th Infantry, Illinois National Guard.

On the morning of the following day, the soldiers defeated the attempts of a "mob of over 2,000 persons" to block the road to Peabody's mine in Taylorville.

The tactics employed in this action was the use of small holding detachments in front of the mob on the different streets while gas detachments working with them disorganized the mob with gas and smoke, the remainder of our forces working from the flanks and rear of the mob. This action proved very effective although in several places physical opposition was directed toward our troops. . . .

Several other attacks . . . [against the troops] were prevented only by the use of bayonets with the result that several members of the mob suffered minor wounds from bayonet jabs. Two members of the mob were more seriously wounded by bullet wounds, one wounded in the hip and the other in the arm. . . .

The determined action of the troops . . . permanently established the determination of the troops and the fact that their weapons were actually loaded and that the men would shoot in case of necessity. All this had a very quieting effect upon all the disturbing faction and physical resistance to activities of troops ceased practically over night.

To protect life and property in the vicinity of Taylorville the Guard maintained a patrol of forty cars during a period of more than eight weeks. The motor patrols carried an average of four men per car. The Guard maintained also an intelligence organization which was responsible for keeping the military informed of the miners' and strikers' plans.

Tu Henry Horner, installed as Democratic governor of Illinois in January, 1933, the Progressives looked for a fair handling of their problems. The Governor promptly brought representatives of the operators and of each of the unions into joint conferences with him. After a month of frequent discussions with persons directly affected by the strike, he proposed three alternative solutions. These were: the combining of the two unions, the holding of a referendum to determine which union was preferred by the majority of the miners, and the creation of a board of arbitration to rule on the issues in the dispute.<sup>63</sup>

The first of these was not acceptable to either union. Holding a referendum vote was a solution which the Progressives had already endorsed, but which John Walker, district president of the UMWA, rejected. Fear that the PMA was at that moment the dominant organization in Illinois is implied by his comments on this proposal:

The suggestion of a referendum vote to decide what union will control in Illinois would be suicidal in view of the fact that there are thousands of

<sup>63</sup> *St. Louis Post-Dispatch*, February 7, 1933. Editorial.

miners throughout the country who are members of the United Mine Workers of America, who believe in its principles, and who do not want to compromise it in any way.<sup>64</sup>

The Progressives, on the other hand, would not agree to accept arbitration.

The Governor then ruled that no deputy sheriff might be hired or paid by anyone except the county, and no civilian in Christian County might carry arms.<sup>65</sup> Although peaceful picketing, free speech, and free assembly would be allowed, the state would consider inflammatory agitation a violation of the peace.<sup>66</sup> These stipulations reflect the nature of the problem of maintaining the peace where miners and strikers were struggling for control.

The General Assembly of Illinois intervened directly in the dispute by appointing a committee to investigate conditions in the state's coal fields. Six months elapsed before the group filed its report.<sup>67</sup>

The committee pointed out that underlying the impasse of 1932 were antipathies not only within the UMWA but also among the operators. The two factions among the employers consisted of the independent operators who, in general, controlled the hand-worked mines and, second, members of the operators' association, whose mines were large-scale and mechanized. It should be noted that this bifurcation paralleled roughly the operators' alignment with the two unions, for the Progressives' contracts included many hand-loading mines and the UMWA's agreements were mainly with mechanized mines.

The committee recognized that the battle between the two unions was in part a struggle for jobs. It estimated that during the spring of 1933 there were more than twice as many miners attached to the state's coal industry as there were jobs. The Report noted that the operators had aggravated the bitterness of competition for jobs whenever they imported miners to replace strikers.

The committee's recommendations included, among others, the following:

1. That the governor be given power to remove from office local law-enforcement officers who fail to perform their duties fully and impartially.
2. That the necessary legal machinery be set up authorizing arbitration in controversies wherein the public interest is affected or a great industry of this state is threatened with destruction.

<sup>64</sup> *UMWA*, February 15, 1933, p. 10.

<sup>65</sup> *Ibid.*

<sup>66</sup> *St. Louis Post-Dispatch*, February 7, 1933. Editorial.

<sup>67</sup> Illinois General Assembly, Mining Investigation Committee, *Report*. For complete citation, see footnote 59.

The program was never put into effect. The General Assembly received the committee's recommendations so late that it did not find time to act on them before it adjourned.

### Summary

The interunion conflict resulted in high social costs and therefore gave the public a direct interest in the rivalry. The entire struggle for dominance among Illinois miners occurred in an environment of violence. The prevalence of the custom of being armed gave a sinister aspect to many individual disputes, and the growing proportions of mass activities such as picketing increased the probability of conflict.

There is evidence of frequent willful destruction of property, apparently planned as a means of influencing opinion in favor of one union or the other. Some violence was presumably directed at winning the sympathy of the general public, some at inducing operators to sign one union's contract rather than the other's, and some at influencing the miners' choice.

At local and county levels, impartial administration of justice was difficult to achieve because almost no one in the mining communities was wholly neutral in his attitude toward the rival unions. In numerous instances the sheriff restricted or banned mass activities, hoping thereby to reduce the probability of violence. The state of Illinois tried to restore order by sending in the National Guard on numerous occasions, and in some instances for prolonged tours of duty. Governor Horner's efforts to mediate the dispute brought no agreement from the two unions. A Mining Investigation Committee, appointed by the General Assembly of Illinois, filed a report which was significant in that it stressed the economic bases for the split in the UMWA. It did not result in any formal action by the state.

## V. ROLE OF THE FEDERAL GOVERNMENT

Unemployment had continued to spread throughout the United States during all the months of the early conflict between the miners. To combat the severe depression of which unemployment was but one symptom, President Roosevelt signed the National Industrial Recovery Act on June 16, 1933. Under its Section 7(a), the right of labor to organize and bargain collectively received legal approval. The Act brought in the bituminous coal miner an almost immediate change in his union status. If he did not belong to any union on June 16, 1933, he probably soon joined the UMWA. If he had been a United Mine Worker previously, he quickly found that his union had become a powerful body which dominated the American labor movement. If he was a member of the PMA, his hopes that his union would control the industry were buried beneath the overwhelming growth of the United Mine Workers of America.

The dispatch and ingenuity which Lewis showed in staging a campaign to organize the miners mark him as an exceptional strategist, a man with tremendous power of leadership. Meanwhile the Progressives' officers were passive. They were bound by the statement of policy which the executive board had announced only five days before the Recovery Act went into effect: the PMA could not risk undertaking a national program at that time. These men did not foresee that as between rival unions success would come to the one which grasped most effectively the advantage implicit in the sudden upheaval which the NIRA had brought to established relationships.

The PMA hoped that the National Recovery Administration would help it void the existing contracts between the UMWA and members of the Illinois Coal Operators Association. Without assistance from some outside agency, the new union's growth would be at a virtual standstill during the eighteen months while these contracts were to remain in effect.

The PMA promptly presented its case to the Administration. It asserted that it had 11,763 members on strike for recognition at the mines of nine large producers in Illinois and that these strikers were almost 80 percent as numerous as the Mine Workers currently employed in these mines.<sup>28</sup> The union requested the Code Authority to return the jobs in struck mines to the men holding them before the

<sup>28</sup>PMA, "Proposed Bituminous Coal Code, Appendix B, Submitted to the National Recovery Administration . . . June 19, 1933." The Chicago office of the Bituminous Coal Labor Board, Division 11, kindly made available a copy of this proposal. In subsequent footnotes, the Board will be referred to as BCLB, Div. 11.

dispute. It asked also that employees be allowed to designate the union which would handle their grievances and receive the checkoff. When the Bituminous Coal Code became effective on October 2, 1933, it did not include either of these provisions.

### The Richberg Mission

Governor Horner asked the Recovery Administration to send an impartial representative into the Illinois mine fields as soon as the Bituminous Coal Code was made effective. The Board sent Donald R. Richberg, chief counsel of the NRA.

Richberg's opinion of conditions in Illinois was inevitably affected by events which occurred while he was in the state. The unions could not have failed to foresee that any action which they took at just that time would come to his immediate attention. The Progressives in Saline County apparently were intent upon showing the Recovery Administration that the miners were strongly opposed to Peabody's policy of employing only United Mine Workers. They failed to see that a display of strength might antagonize the NRA.

The PMA had succeeded in establishing a local at every mine in Saline County and had persuaded four of the five large-scale producers to grant a contract to it. The Peabody Coal Company alone was continuing to employ United Mine Workers under the contract signed between the members of the Illinois Coal Operators Association and the UMWA. The company owned two active mines in the county, No. 43 and No. 47, but had suspended operations at No. 47 more than six months previous to Richberg's visit.

Despite the defection of many former Mine Workers to the Progressive union, the company was able to man the crews at No. 43 by recruiting labor from at least three sources. It ceased its program of work sharing at No. 43, where the average number of men working had been only 60 percent of the average number on the payroll.<sup>99</sup> Additional unemployed miners were available from men whom the closing of No. 47 had idled. Many recruits were available also at other mines in southern Illinois. Tension between United Mine Workers and Progressives had been high for many months.

On the night after the signing of the Code, the PMA held a meeting in Harrisburg's City Hall and laid plans for mass action to support its demands for recognition at Peabody's Mine No. 43.<sup>10</sup> The union

<sup>99</sup> Illinois Department of Mines and Minerals, *Coal Report*, 1932, p. 65, shows the count of employees.

<sup>10</sup> Many statements concerning these events of October 3-5, 1933, are contained in Bill of Exceptions, *United States v. Anderson et al.* See, for example, pp. 31 f., 92 ff., 106.

attracted several hundred persons to its mass meeting in the town's square on the following evening and from that group sent a well-armed force of picketers to the mine.

Informed of the plan for this mass picketing, the subdistrict officers of the UMW drove to the mine that night to give support to the operator and the markers. These officials were well-fortified for whatever violence might arise, for they arrived in an armored truck and carried guns. Bitter conflict between members of the two unions occurred.

Elsewhere in the county a bomb exploded on a railroad bridge of a branch line leading to Peabody's Idle Mine No. 47. In a nearby village the windows were blasted out of a hotel where some United Mine Workers had been staying.

Calls to Springfield brought reinforcement for the members of the Illinois National Guard already at Harrisburg, and led the Governor to notify the Progressives' board member in that district that unless he stopped the rioting he would not be allowed to represent the PMA in the conferences which Richberg was to hold in Springfield the following day.

In his formal report, Richberg commented as follows about events in Saline:

No agency of government can attempt successfully to enforce even the just claims of those who are openly defying the authority of the government. . . . The conditions at Harrisburg mean either that the leaders of these miners have no control over their followers, or that they are promoting violence to accomplish their ends."

Inasmuch as the contract of each union was in conformity with the Bituminous Coal Code, "any mine operated under such a contract should be free from interference." His recommendations as to relations between labor and management in the coal fields of Illinois included the following: existing contracts should be respected by the unions and by the individual operators; peaceful means of self-organization should be permitted, but coercive techniques prohibited; a union or an operator should have the right to appeal to the Bituminous Coal Labor Board "for impartial . . . determination of the rights of the parties in accordance with the requirements of the law and justice."

There unquestionably was full legal justification for Richberg's findings. The report failed, however, to acknowledge the difficulty of framing a single definition of "justice" which would be acceptable to the operators and to both the minority and the majority factions among the miners. So long as an operator and a worker each felt that

<sup>11</sup> *UMW*, November 1, 1933, pp. 3 f. This gives the full text of the report.



he had the right to control the same job in a mine, and the two were in disagreement as to whether a United Mine Worker or a Progressive should be given that job, there would be cause for conflict.

### Cases Before the Bituminous Coal Labor Board

With the Richberg Report in mind, both the Progressive Miners and the UMWA turned to the Bituminous Coal Labor Board, Division II, for help in establishing claims to jurisdiction over contested mines in the state of Illinois. Upon the demise of the NIRA and the establishment of the National Labor Relations Board in 1935, the unions turned to the latter board for help. The cases involved at least three types of problems but were alike in that all concerned mines which were employing organized workers at the time when the case was brought to the Board. The decisions followed rather closely the principles that Richberg had laid down.

Of these three types of cases, two involved companies which had long been unionized. One group of these firms belonged to the Illinois Coal Operators Association and therefore were operating under the contract which the members of the Association had signed with the UMWA. The second classification of unionized employers included those operators which did not belong to the ICOA but independently had signed a contract with the UMWA. The third type of case arose out of a situation in which the operator had withheld recognition from both the UMWA and PMA until after the Cule had gone into effect. A full review of the Board's docket for Illinois will not be presented; instead, one illustration of each type of case will be given.

Illustrative of cases involving the Illinois Coal Operators Association is one concerning the Peabody Coal Company.<sup>72</sup> The Progressive Miners requested the Board to hold a representation election at mines 43 and 47 in Saline County. The PMA stated that it was the union preferred by the majority of men at these two mines.

The Board denied the petition on the grounds that it was not a court of law and therefore could not rule on the validity of the UMWA-ICOA contract under which Peabody was trying to operate these mines. "The application of Section 7-A must wait upon the expiration of valid contracts."<sup>73</sup>

<sup>72</sup>The facts concerning this case are taken from BCLB, Div. II, "Decision . . . in the Matter of the Peabody Mines Nos. 47 and 43 Located at Harrisburg, Illinois." Mimeographed.

<sup>73</sup>See "Report re: Hearing on the Appeal of the Progressive Miners' Union from the Decision of the Divisional Coal Labor Board for Division II in the Peabody Coal Company Case, February 19, 1934." Mimeographed.

The Progressives appealed the decision of the Divisional Coal Labor Board to the National Bituminous Coal Labor Board. The latter upheld the ruling of the divisional board. The union's attorney then filed an elaborate bill of complaint against the Peabody Coal Company. On receiving the bill the District Court of Eastern Illinois ruled that the union lacked cause for action for affirmative relief outside the NIRA.

When the board of Division II ruled on the Peabody case it ordered that the same principle should be applied to two other members of the Illinois Coal Operators Association: United Electric and Truax-Tracer. Although both these companies had been employing Progressives under an informal arrangement which did not force the operator to sign a contract with the PMA, the Board ruled that the ICOA-UMWA contract was still in effect:

The payment of the checkoff to the . . . Local Union and the use of the Pit Committee of the Progressive Miners of America, and such informal arrangements as were in effect, did not constitute an abrogation of the contract with the United Mine Workers of America nor the recognition of the Progressive Miners of America."

A second classification of cases heard by the Bituminous Coal Labor Board, Division II, concerns companies which had signed a contract with the UMWA but which were not members of any operators' association. Most of these decisions simply followed the precedent which the Board had laid down in the Peabody case, but one of the Progressives' petitions raised a different issue: because the employer did not sign his contract with the UMWA until after the Coal was signed.

Although the Interstate Coal Company had maintained a contract with the UMWA in the past, the employer had terminated the contract on March 24, 1933, when lack of funds forced him to close the mine.<sup>12</sup> The union informed him that it would allow no United Mine Worker to return to his employ until he had paid all back wages.

A court receiver took over the mine and seven months later leased it to another operator. The lessee signed a contract with the UMWA

<sup>12</sup> BCLB, Div. II, "Decision in the Complaint of the Progressive Miners of America against the United Electric Coal Company, Mine No. 9, Cula, Illinois, March 12, 1934." See also the Board's decisions concerning two other mines: United Electric's at DuQuinn (March 14, 1934) and Truax-Tracer's at St. David (March 13, 1934).

<sup>13</sup> The facts pertaining to this case are taken from BCLB, Div. II, "Decision . . . in the Matter of the Complaint Against the Interstate Coal Company in Connection with Mine No. 21 at West Frankfort, Illinois, September 4, 1934," mimeographed.

on November 7, 1933, and resumed operations. The PMA brought to the Coal Labor Board, Division II, the question of whether or not the lessee acted within the requirements of the Bituminous Coal Code when he signed a union-shop contract and thereby excluded the members of the other union.

In its decision in this case the Board ruled that the lessee could have been bound by the results of a referendum among his employees, irrespective of whether he signed a union contract before or after opening the mine. Inasmuch as the Progressives were now requesting a referendum not among the company's employees but among former miners of Interstate's West Frankfort colliery, the Board denied the petition. The fact that loyal Progressives did not accept work when the mine reopened, because they knew that the employer was under contract with the UMWA, seems to raise a serious question as to whether he had been guilty of violating Section 7(a) of the Recovery Act.

The third type of case which came before the Bituminous Coal Labor Board, Division II, involved companies which had not had a union contract before the Code was put into effect but signed one afterwards. This was the experience of the Prairie State Coal Company, with a mine at Mark (Putnam County). The operator had refused to sign a union contract, saying that he could not afford to pay the union's scale of wages. When the Code became effective and he could no longer refuse to pay the standard rate he prepared to sign a contract.<sup>70</sup>

An informal referendum showed a majority of the employees to be in favor of joining the PMA. After the men had worked for ten days, believing that Prairie State would sign with the union of their choice, they were suddenly confronted with the fact that the UMWA had won the contract. The Progressives struck and forced the employer to close the mine for lack of workers willing to cross a picket line. The case was referred to the RCLB, Division II, and on the advice of the State's Attorney the men returned to work to await the Board's hearings.

After receiving testimony from the operator, from representatives of the two unions, and from numerous employees, the Board ruled in part as follows:

Since the contract with the United Mine Workers was made after the Bituminous Coal Code was adopted, it must conform to the provisions of the Code and since due appeal has been made on the question of representation among the men under the provisions of Section 7(a) of the N. I. R. A.

<sup>70</sup> RCLB, Div. II, "Evidence in the Mark Mine Controversy, Mark, Illinois, Heard at Granville, Illinois, Saturday, December 23, 1933 . . ." Typed.

the board holds that the contract entered must yield to the superior authority of the law and the code."

The Board conducted a referendum by secret ballot and found 264 employees to be in favor of affiliation with the PMA and 146 in favor of the UMWA. It therefore ordered the operator of the Mark mine to bargain collectively with the Progressives.

### The National Labor Relations Board

The Bituminous Coal Code was voided in 1935 when the Supreme Court declared the National Industrial Recovery Act unconstitutional. Labor's right to collective bargaining was re-enacted in the National Labor Relations Act (1935), and the regulation of that right went to the National Labor Relations Board. Following the principles laid down by the Bituminous Coal Labor Board, the new board introduced no important changes in the policies which were applied to the interunion conflict in Illinois coal fields after 1935. Representation and complaint cases from this state were to be submitted initially to Region 13 of the Board but might be appealed.

Of the cases which came to the National Labor Relations Board from Region 13, by far the most important ones involving the miners of Illinois were concerned with Mine B at Springfield. In the interval 1937-1940, union rivalry at this mine gave rise to a complaint case and two representation cases.<sup>18</sup>

Mine B had been under contract to the UMWA from 1925 to 1932. It acceded to the demands of strikers when they revolted against the established union in 1932, and for the next five years it was operated under a contract with the PMA.

The UMWA meanwhile fostered anti-Progressive sentiment among members of the PMA in the Springfield area and by 1937 was able to establish a provisional local among a dozen men employed at Mine B. The Progressives accused the operator of breaching his union-shop contract when he persisted in employing these United Mine Workers.<sup>19</sup>

<sup>18</sup> BCLB, Div. II, "Decision in the Matter of the Mark Mine Located at Mark, Illinois, January 4, 1934." Mimeographed.

<sup>19</sup> Unless another source is cited, facts concerning the Mine B Coal Company are taken from decisions of the NLRB: In the Matter of MINE 'B' COAL COMPANY and PROGRESSIVE MINE WORKERS OF AMERICA, LOCAL, NO. 54, Case No. R-361, 1937, 1938 (4 NLRB 316; 322); In the Matter of MINE 'B' COAL COMPANY, THE MINE B COAL COMPANY AND KISHOFF COAL COMPANY and PROGRESSIVE MINERS OF AMERICA, LOCAL, 54, Case No. C-834, September 19, 1938 (8 NLRB, No. 142); In the Matter of MINE 'B' COAL COMPANY and UNITED MINE WORKERS OF AMERICA, DISTRICT 12, UNITED MINE WORKERS OF AMERICA, LOCAL 7469 (CIO), Case No. R-2262, February 5, 1941 (29 NLRB, No. 75).

<sup>20</sup> PMA, *Joint Report*, 1938, pp. 11 ff.

The PMA called a strike and set up picket lines. The mine remained closed for twenty-seven months.<sup>80</sup>

Each union demanded that the operator give it a contract and showed him petitions from more than two-thirds of the work force to prove its claims to being the union preferred by the majority. Confronted with this conflicting evidence, the employer signed with the UMWA. The PMA was determined to have its claims upheld and petitioned the regional office of the National Labor Relations Board to hold an election.

Both unions recognized the significance of Mine B as a factor in the survival of the PMA. Although the new union had been able to obtain a contract from all but one of the large-scale operators in Sangamon County in 1932, its hold in the county had been weakened gradually. In 1936 a mine employing 346 Progressives had been closed. In the following year a mine employing Progressives was sold to a company which was under contract with the rival union, and the financial difficulties of a third mine made its continued operation, under a PMA contract, improbable. The loss of 450 or more members at Mine B would shake the PMA seriously; for only two large-scale producers in Sangamon County would then remain under contract to the new union.<sup>81</sup>

The Labor Board's election at Mine B on December 15, 1937, showed the PMA to have 400 votes and the UMWA only 25.<sup>82</sup> The ballot had been taken after an interval of bitterly hostile campaigning by the two unions. The employer immediately suspended operations for a period of "indefinite duration," contending that the interunion conflict had made his mining unprofitable.

The second case which the Progressives at Mine B brought to the Labor Relations Board was a complaint case, which pertained to the operator's having discriminated in favor of the UMWA and against its rival. The Board upheld the charges of the PMA and ruled that as affirmative action the operator of Mine B must give preference to his former Progressive employees if he resumed production.

Instead of reopening Mine B, this employer bought another mine in Springfield, Mine A, and signed a contract with the United Mine

<sup>80</sup> See Illinois Department of Mines and Minerals, *Coal Report*, 1937, p. 55; 1938, p. 151; 1939, p. 39.

<sup>81</sup> Data on operation of mines and number of employees taken from Illinois Department of Mines and Minerals, *Coal Report*, 1931-1939, Reports of State Inspectors.

<sup>82</sup> *Illinois State Journal* (Springfield), January 4, 1938.

Workers for its operation. Not until November, 1939, did he begin rehiring at Mine B and once more open the mine. Within about seven months, the UMWA was sufficiently sure of its control over the newly constituted work crews at Mine B to petition the NLRB for a representation election there. Only by winning such an election could the operator void the Board's order in the Progressives' complaint case of the previous year.

In this second representation election at Mine B, January 20, 1941, the UMWA obtained more than two-thirds of the votes and therefore was certified as the agent for collective bargaining at the pit. The persistence of the operator and of Lewis's provisional officers had won Mine B for the UMWA. The Progressives retained a contract with only one shipping operator in Sangamon County, a former stronghold.

### The Federal Courts

Gradually the Progressives recognized the futility of their hope to replace the UMWA. They saw that taking men out on strike would not shake an operator's resistance so long as he did not want to employ Progressives and could obtain a sufficient number of "strikebreakers." To the operator's arguments that he could not abrogate his contract with the UMWA was now added the sanction which the Bituminous Coal Labor Board and NLRB had given to his position.

Frustrated, some Progressives resorted to intimidating employers who had denied the very union's requests for recognition. In its most violent form, this intimidation assumed the proportions of large-scale destruction of property of coal operators or of coal carriers. Local law enforcement officers had difficulty in apprehending the offenders. During 1935, the Federal government ordered Illinois to investigate complaints that there had been interference with the mails and restraint of trade. A Federal grand jury indicted forty-one defendants, thirty-six of whom were members of the Progressive Miners of America.

The government listed forty-five instances in which an attempt had been made to destroy property of a company involved in the mine war. The prosecution alleged that these bombings were not isolated events but were committed by the defendants, who had acted jointly with the "common purpose of stopping coal production by means of direct methods or impeding railroad transportation."<sup>39</sup> The court procedure moved slowly, so that sentences were not pronounced until the end of

<sup>39</sup> Facts concerning this case are taken from *United States v. Anderson et al.*, 101 F. 2d 325 (C.C.A. 7th, 1939).

1937. Thirty-six men were convicted. Each was sentenced to four years in a penitentiary and fined \$20,000.<sup>81</sup>

The Progressive Miners were stunned by such a sentence. These persons from mining communities found little meaning in a total of three-quarters of a million dollars to be levied as fines. They protested as an evidence of injustice the fact that the jury had reached its decision after deliberating for only an hour and a half. Their greatest bitterness, however, resulted from their belief that persons in sympathy with the UMWA had also been guilty of major crimes but had gone unmentioned.

The Progressives denied their denial of their members' guilt by promptly nominating fourteen of the thirty-four convicted members as district officers of the PMA.

As an aftermath of violence, many operators were afraid to employ Progressives. This loss of prestige with the operators was not the only cost to the PMA. The union's outlay for legal services, even before the appeal had been carried to the Circuit Court, exceeded \$100,000.<sup>82</sup> Far worse, the members found cause to lose faith in each other, for the prevalence of "stool pigeons" in the union's locals had been attested repeatedly by witnesses called by both prosecution and defense.

On the other hand, the trials made many Progressives more hostile than ever to the UMWA, for the latter had played an important role in the prosecution's obtaining evidence. The older union gave assistance to the state in identifying possible suspects, in locating witnesses, and in explaining what happens at the local level in a trade union.

The facts brought out at the trials cost the union the public's good will. Seeing for the first time a composite picture of the extent to which violence had plagued some mining communities, the public was surfeited with the whole setup. It tended to lay on one union the blame for all the crimes committed in connection with the mine war, overlooking the fact that there were lawless men in both organizations. In fact, the public's previous apathy toward violence in the mining communities had allowed the use of intimidation against many individuals. The general indifference had been somewhat penetrated when a fifteen-year-old daughter of a miner had been killed by a shot fired through the window of her parents' home, but the public had taken no effective steps. If more people had pushed for prompt arrest and fair trial of

<sup>81</sup> After intricate maneuvering by the union's lawyers, the sentences were shortened, so that only two of the Progressives served more than sixteen months. (PMWA, *Joint Report*, 1942, p. 4).

<sup>82</sup> PMA, *Joint Report*, 1938, p. 23.

persons thought guilty of violence against fellow miners, the intimidation probably would never have been extended to include the coercion of operators through the destruction of corporate property.

During the period in which the conspiracy trial occurred, the Progressive Miners were brought into the Federal courts on charges quite different from the ones reviewed above. These cases involved the United Electric Coal Companies' Red Ray mine at Freeburg, Illinois. The operator had posted notice that after April 1, 1933, he would cease employing Progressives, and the PMA had been able to prevent United Mine Workers from crossing its picket line to report for work. Located in St. Clair County, this mine had been employing Progressives under an informal arrangement with the local. The area was one in which sympathy for the new union was so strong that the operator had been forced to grant this limited recognition to the new union, although the company was not willing to sign a contract with the PMA. Although United Electric had signed the renewal of the "emergency contract," its attempts to resume operations met with such vigorous picketing from the local miners that the Red Ray mine remained idle during most of 1933 and 1934.

In November, 1934, the United Electric Coal Companies applied for an injunction restraining District 1 of the PMA and its officers, fifteen local unions, and sixty-six individual members from picketing the mine at Freeburg, or otherwise interfering with its operation.<sup>60</sup> The United States District Court at East St. Louis denied the injunction as being illegal under the Norris-LaGuardia Act. At this time Judge Wham said in part:

The evidence shows, however, that . . . when UE signed its contract with the UMWA all of the employees of the Freeburg mine were then members of the Progressive Miners. Surely a closed shop agreement with the United Mine Workers under those conditions . . . was contrary to public policy. I cannot believe that public policy . . . would compel the employees at one mine . . . to give up their chosen organization and representatives just because a greater number of employees at other distant mines of the same employer has chosen another organization and other representatives."

The operator carried his case to the Circuit Court of Appeals and there received relief "which relied upon the doctrine of inducing

<sup>60</sup> *United Electric Coal Companies v. Rice*, 9 F. Suppl. 635 (1931).

<sup>61</sup> *Ibid.* UE had employed Progressives temporarily at its mines No. 19 at Cuba (Fulton County) and No. 11 at DuQuoin (Perry County) in 1932. By 1934 these two mines, in addition to UE's two at Danville, were employing United Mine Workers.



breach of contract."<sup>88</sup> Commenting on this decision, Galenson said in his book on rival unionism:

... the crucial definition contained in the Norris-LaGuardia Act is that of "labor dispute," inasmuch as the statute is inoperative unless a given controversy may thus be characterized. The most common attack upon the application of the Act in rival union disputes has centered upon the assertion that this category of labor controversy does not fall within the statutory definition.<sup>89</sup>

Taking this point of view, the court asserted that where rival unions were competing for a contract with an employer there was not a labor dispute within the meaning of the Act, and therefore the unions were liable to being restrained by an injunction. The Supreme Court refused to review the case.<sup>90</sup>

Having been unable to man a crew for the Red Ray mine during 1935, the company brought suit against the PMA for damages of \$400,000.<sup>91</sup> After lengthy procedures, the Federal court at East St. Louis awarded damages of \$117,000 against the union, fifty-five members, and sixteen locals.<sup>92</sup> Although the award was voided when the union and the operator settled the case out of court for \$35,000,<sup>93</sup> the court's decision is highly significant as it affected organized labor, for more than half of the award had been to compensate the employer for loss of profits during the strike. If this principle had been followed generally by the American courts, the effect would have been to limit immeasurably the willingness of unions to take the risk of picketing during a strike.

These two cases constitute only a small fraction of the number which brought the Progressives into the Federal courts as either plaintiff or defendant. They cost the organization hundreds of thousands of dollars and did little to improve its position. The decisions of the court did much to make the members of the union hostile to the government, an antagonism already bitter because of experiences with local law enforcement, the state of Illinois, the Bituminous Coal Labor Board, and the National Labor Relations Board.

<sup>88</sup> Walter Galenson, *Rival Unionism in the United States* (New York: American Council on Public Affairs, 1940), p. 177. The case appears as 80 F.2d 1 (1935).

<sup>89</sup> *Ibid.*, pp. 157 f. Galenson presents a penetrating analysis of the case.

<sup>90</sup> *CMR*, March 1, 1936, p. 6.

<sup>91</sup> *Daily Advocate*, October 29, 1937. [Belleville, Ill.]

<sup>92</sup> 1 Labor Relations Reporter 574 (January 24, 1938). Subsequent references in this source appear as LRR.

<sup>93</sup> 2 LRR 201 (April 11, 1938).

### Summary

The enactment of the NIRA marked the beginning of a new period in the interminable conflict among Illinois miners. The two unions and the operators thereafter relied extensively on the Federal government for help in settling disputes growing out of the jurisdictional rivalry.

The Bituminous Coal Labor Board, represented by its general counsel, laid down in 1933 two principles which were to underlie subsequent rulings not only by this Board but also by its successor, the National Labor Relations Board. These policies were the disapproval of the use of coercive measures to influence men or operators in their choice between unions and, second, a determination not to disturb existing contracts unless they violated the NIRA or, later, the NLRA. The application of the latter principle proved a handicap to the Progressives, who were eager to put an end to the closed-shop contract which the UMWA had maintained with the members of the Illinois Coal Operators Association.

The Federal courts handled many cases which grew out of the miners' rivalry. Of these, the most publicized was a trial of 36 Progressives and 5 other men on charges of a conspiracy to restrict interstate commerce and to interfere with the mails. The PMA found the expense of the trial very burdensome, and its prestige suffered seriously from the conviction of 34 members. The United Electric Coal Companies sued for damages caused when the Progressives' picket line kept one of its large mines from opening. The case resulted in a large money award for the operator and set a precedent which made effective picketing under equivalent circumstances seem hazardous.

## VI. THE INTERNATIONAL UNION

The Progressive Miners of America consisted of only one district during the first five years of its existence. District 1 (Illinois) had proved to be so difficult to win from the control of the United Mine Workers of America that the PMA had not been able to push its organizing campaign into other mining fields. The new union's officers had found that financing and staffing its drive for members in Illinois had used all its resources throughout this period. Only when help from the American Federation of Labor became available in 1937 was the young organization able to establish an international union and start on a program of setting up a district organization in each of several other states.

### The AFL — CIO Rift

With the passage of the National Industrial Recovery Act in 1933, the number of workers in American unions had begun to increase very rapidly, and this growth had continued after the enactment of the National Labor Relations Act in 1935. John L. Lewis's role in creating the Committee for Industrial Organization, and the efforts of that group to force the American Federation of Labor to organize the mass-production workers, are now common knowledge and need not be reviewed here.

The political implications of this conflict within the AFL were heightened for the miners by the fact that both Lewis and President Green of the AFL were members of the UMWA. Green voted for the suspension of the UMWA from the AFL, and Lewis in turn retaliated by having the international executive board of the UMWA discuss expelling Green.

In 1936 the American Federation of Labor suspended the unions which had formed the Committee for Industrial Organization. This upheaval led the Progressives' officers to hope that they might extend the influence of their small union. If the Federation were to convert its suspension of the UMWA into a permanent expulsion, there would be a place for another organization of miners within the AFL. Such an opening for the Progressives had not existed until this time, because of the Federation's policy of granting exclusive jurisdiction to each affiliate.

The officers of the PMA did not have the support of the entire membership in their attempt to get the union admitted to the AFL. A left wing group among the Progressives opposed this move so effectively that the officers had to conduct a lively campaign among the locals in order to gain the union's approval for joining the Federation.

Early in May, 1937, the AFL extended the PMA an invitation to affiliate, and a referendum taken ten days later showed a count of almost four to one in favor of affiliation.<sup>64</sup>

The Federation was to give the PMA a certificate of affiliation in lieu of a charter until such time as the UMWA would surrender its jurisdiction over the miners in the AFL. Several prominent Progressives who were opposed to affiliation created acute embarrassment for the union's officers at the time when the AFL was to present this certificate. They staged a wildcat strike at one of the larger mines under contract to the union and remained underground for almost 200 hours. Although they gave other reasons for their strike, the leaders unquestionably had timed their rebellion to make the district officers appear incompetent. Despite the implications of the strike, the AFL granted the certificate of affiliation on May 27, 1937.<sup>65</sup> The men came out of the pit on the following day.

The fact that the executive council of the American Federation of Labor was in no hurry to substitute the PMA for the United Mine Workers was increasingly clear as the months passed. The situation was of course a complicated one, for the Federation's decisions about the UMWA were part of the total policy with respect to the CIO.

The delegates to the AFL's convention in October, 1937, voted by a strong majority to expel the unions affiliated with the CIO and to give the PMA a charter. The executive council of the Federation delayed in implementing the decision. Meanwhile Green's membership in the UMWA had been assailed, on charges that he was "encouraging a dual union." The question was handed from the union's executive board to the international convention, to a committee of the convention, and back to the board.<sup>66</sup> Green avoided trial before the board by resigning from his union.

The executive board of the American Federation of Labor expelled the United Mine Workers on February 7, 1938, simultaneously with Green's withdrawing from the union. At this time *The Progressive Miner* commented furiously:

It is not known what action the American Federation of Labor now will take in regard to supplanting the expelled U. M. W. of A. in its fold. As yet the Progressive Miners of America has not been granted an international charter. It does hold a federal A. F. of L. charter at present and has made application for the international one.<sup>67</sup>

<sup>64</sup> *The PM*, June 4, 1937, p. 2.

<sup>65</sup> *Ibid.*, p. 1.

<sup>66</sup> See *UMWA*, August 1, 1937, pp. 3-4, and February 15, 1938, p. 3.

<sup>67</sup> February 11, 1938, p. 1.

Six weeks later the heads of the unions composing the CIO ended whatever last-minute hopes there might have been for harmony between the factions. They voted to form a permanent national organization, divorced from the AFL, and having its own constitution, by laws, and officers.

### A Charter for the PMWA

Only then did the executive council of the AFL vote to give an international charter to the Progressives as the union having exclusive jurisdiction over all coal miners under the control of the Federation. *The Progressive Miner* reported that William Green had said that the international union would start immediately on an active campaign to win members in coal fields outside Illinois.<sup>98</sup>

The degree of control which the AFL expected to exercise over the international union is suggested by the fact that it assumed the authority of appointing as the temporary officers of the new organization the president and the secretary-treasurer of District 1. Although *The Progressive Miner* reported a statement by President Green to the effect that the international union would hold a convention to elect permanent officers and adopt its own constitution,<sup>99</sup> these steps were never to be taken.

Under an agreement with the AFL, the name of the union was changed to Progressive Mine Workers of America, when the affiliation occurred. Each local in District 1 received a new charter bearing the revised name of the union. The union's president told the members in District 1 that the change in name had been made in order "to successfully defeat those attempts of our enemies to discredit the International Union in the eyes of the public not only of Illinois but in the coal producing districts."<sup>100</sup>

The chartering occurred within a few months after thirty-four members of District 1 had been convicted on charges of conspiracies to interfere with the mail of the United States and with interstate commerce.<sup>101</sup> The district currently was facing suits for damages totaling a million dollars.<sup>102</sup> It is understandable that President Green should say when he granted the charter:

<sup>98</sup> *The PM*, May 2, 1938, p. 1.

<sup>99</sup> *Ibid.*

<sup>100</sup> PMWA, *Proceedings, Constitutional Convention*, 1938, p. 105. Although the convention proceedings carry the name of the union as "Progressive Miners of America," all publications after that time carry the new name "Progressive Mine Workers of America." In footnotes, "PMWA" will be used to refer to District 1, unless followed by the words "International Union."

<sup>101</sup> See *United States v. Anderson et al.*, 104 F.2d 325 (C.C.A. 7th 1939).

<sup>102</sup> See PMA, *Joint Report*, 1938, pp. 23, 41.

... neither the new International Union nor any of its officers are involved in any litigation whatsoever, civil or criminal, nor will any of its funds become involved in any litigation of any district or any local.<sup>63</sup>

The change in name did not cause the UMWA to drop its antagonism to the rival union. For example, the following comments appeared in the *United Mine Workers Journal* when the granting of the charter was discussed:

A few days ago the executive council of the American Federation of Labor swallowed the Progressive Miners of America, that hybrid outfit that has scourged Illinois for the last few years. It is a dual union, pure and simple. . . . It has an unsavory record in Illinois. Some of its members are now serving terms in prison for such crimes as shooting people and dynamiting. Thirty-four of its members and supporters were recently convicted in Federal court of dynamiting and blowing up railroad trains, tracks, bridges and other property. . . . But the executive council, of which Bill Green is a member, took that snake gang in its bosom and issued a charter to it, making the Progressive Miners of America a part of the American Federation of Labor.<sup>64</sup>

#### Assistance for District 1

As soon as the executive board of the AFL had issued the preliminary certificate of affiliation to the PMA in 1937, it took steps to assist the union in District 1. It requested the Central Trades Councils in Illinois to "dissociate from membership" locals affiliated with the CIO and "accept application from local unions of the Progressive Miners for membership."<sup>65</sup>

The AFL undertook to insert the PMWA into areas of Illinois which previously had been strongholds of the United Mine Workers' union. The Federation and the PMWA sent organizers into Williamson, Perry, and Franklin counties and into the vicinities of Danville and Peoria. Within three months, however, the campaign had failed so completely that it was abandoned.<sup>66</sup> The PMWA remained unable to make any headway against the UMWA's close-knit contract with the members of the Illinois Coal Operators Association.

The delegates whom other unions sent to the convention of the Illinois State Federation of Labor in 1937 were not in complete agreement in their feeling toward the new affiliate. Delegates from the PMA were fully accredited; at least one member of the union had a place on each committee of the convention; and the assembly endorsed

<sup>63</sup> Quoted in *The PM*, May 2, 1938, p. 1.

<sup>64</sup> *UMWJ*, May 15, 1938, p. 5. See also *ibid.*, September 1, 1938, p. 11.

<sup>65</sup> *The PM*, June 18, 1937, p. 1.

<sup>66</sup> PMA, *Joint Report*, 1938, p. 21.

the buying of Progressive-mined coal.<sup>107</sup> Despite these tokens of arreptance, Progressives had to listen to numerous criticisms which delegates from other unions leveled at the new affiliate. The convention in 1937 also affirmed the action taken a year earlier in adopting a resolution urging the AFL and CIO to develop "some agreeable arrangement that will increase rather than diminish unity of the trade union movement."<sup>108</sup>

The largest financial responsibility which the AFL assumed on behalf of District 1 was in the form of legal fees. The conspiracy trials which involved thirty-six Progressives at the close of 1937 occurred soon after the American Federation of Labor had given the PMA its certificate of affiliation. The Federation therefore became directly interested in supporting the Progressives in a move to have the convictions reversed. It provided the services of a legal firm to assist the union's lawyers in carrying the case to the United States Circuit Court of Appeals for the Seventh Circuit. Although the court upheld the convictions, it did reduce the fines and the sentences.<sup>109</sup> In 1942 the union and the Federation carried the case to President Roosevelt, who issued an executive order canceling a total of \$350,000 still due in fines.

The assistance which the AFL, at the national, state, or local level, could give to the Progressives in District 1 proved inadequate to effect any increase in the number of mines under contract to the new union. Distrust of the Federation and unwillingness for the PMWA to remain an affiliate continued to cause dissension in the union so long as the international retained a charter from the AFL. When John L. Lewis decided to bring his miners back into the AFL in 1946 and the PMWA was forced out, the Progressives' disillusionment with the Federation was complete.

### The Campaign for Expansion

The officers of the PMA hoped that in affiliating with the American Federation of Labor they would get help in organizing miners outside Illinois. The PMWA looked to the Federation for help in many forms: aid in planning a successful drive, the services of experienced organizers, legal advice, and, above all, desperately needed financial assistance. The officers foresaw that they would not be able to persuade

<sup>107</sup> Illinois State Federation of Labor, *Proceedings*, 1937, pp. 4, 22-32, 129.

<sup>108</sup> *Ibid.*, 1936, p. 144, and *ibid.*, 1937, pp. 56 f.

<sup>109</sup> PMWA, *Joint Report*, 1942, p. 4.

the members of District 1 to make large sacrifices for a campaign in outlying fields until its success was assured.

The American Federation of Labor, on the other hand, was willing to help the Progressives extend their control because it saw in such a campaign a means of shaking Lewis's monopoly. To what extent the AFL looked upon the expansion of the PMWA to replace in part dues-paying members, recently lost to the CIO, is difficult to appraise. The fact that the Federation did not devote any effort to organizing miners who were employed in nonunion mines suggests that its primary interest was in reducing the power of the UMWA rather than in extending help to the unorganized.

Together, representatives of the AFL and officers of District 1 developed a plan to set up six new districts immediately. These were to be District 2 in West Virginia, District 3 in Kansas, Districts 4 and 5 in eastern and western Kentucky, respectively, and Districts 6 and 7 in the anthracite field.

The PMWA and the Federation both recognized March 31, 1939, as a crucial date toward which to work. On that day the current contracts between the UMWA and its employers would expire. The officers of the PMWA and of the Federation shared the hope that by that time the new affiliate would be strong enough to supplant Lewis's union in several districts. All three organizations had seen in events in Illinois the effectiveness with which a union-management contract could block the campaign of a rival union.

### Establishing of Districts 2 and 3

The PMWA and the American Federation of Labor estimated that the PMWA's hold over members and employers was least strong in West Virginia and Kansas. Having received some encouragement from miners who reported widespread discontentment among Lewis's members in these areas, the Progressives and the AFL decided to send organizers into both states. Within a fortnight after the new union received its certificate of affiliation from William Green, they started their campaign to create District 2 in West Virginia and District 3 in Kansas.

The fact that the mines of West Virginia were not covered by a closed-shop contract and that the agreement in Kansas did not explicitly provide for a closed shop seemed auspicious for the campaign. The union and the Federation planned to work for the support of the majority of the men at first one mine and then another. As soon as



there was evidence that the PMWA was the union preferred by more than half the men in a local, the Progressives would then request the National Labor Relations Board to conduct a representation election at that mine. Access to the Board was viewed as a key to results more gratifying than those achieved in Illinois, where the Board had not yet come into existence when the result from the UMWA had occurred in 1932.

The campaign to organize the miners of West Virginia into District 2 of the PMWA moved very slowly, for it met with stiff resistance from the United Mine Workers. Almost a year after deciding to enter West Virginia, the Progressives had succeeded in establishing only seven locals in the state. The director of Region IX of the National Labor Relations Board, having jurisdiction over this section of West Virginia, described the situation in the following terms:

If you have never been in the West Virginia coal fields, you are unable to conceive the hard feeling existing between the Progressives and the United Mine Workers. The United Mine Workers, seven or eight years ago successfully organized the West Virginia fields. They feel that the Progressives are interlopers—outlaws. In fact, at a Labor Day meeting at Charleston, Van Biter [sic] told the United organizers that they should treat a Progressive organizer with more contempt than they would a Pinkerton "fink" and shoot them down like they would shoot a rabbit.<sup>11</sup>

Van Biter was serving as Lewis's appointee to the provisional presidency of District 17, UMWA. He denied having made these remarks.<sup>12</sup>

The PMWA turned to the regional office of the National Labor Relations Board for help in protecting its position at mines where it had established a local. It filed complaint cases alleging discriminatory discharge and petitioned for an election at mines of two companies.<sup>13</sup> In one of these cases the trial examiner filed an intermediate report upholding the Progressives' charges that the Keller's Creek Colliery Company had been guilty of unfair labor practices.<sup>14</sup> The report contained lengthy discussion of whether any possible closed-shop provision justified the employer's having fired the employee in question.

<sup>11</sup> U. S. Congress, House, Special Committee to Investigate the NLRB, *Evolution Record of Proceedings of Committee to Investigate Labor Board and Operations of National Labor Relations Act*, 76th Cong., 1st Sess. (Washington: Bureau of National Affairs, 1940), 1-132.

<sup>12</sup> *Ibid.*, I, 172. Telegram to the Committee.

<sup>13</sup> *Ibid.*, Exhibits 85, 86, 87.

<sup>14</sup> NLRB, Region IX, "In the Matter of Keller's Creek Colliery Company and International Union of Progressive Mine Workers," Intermediate Report, April 15, 1939. Mimeographed.

The examiner found that the contract at Kelley's Creek did not come within the closed-shop exemption of the NLRA:

... because by its terms it is not a closed-shop contract. . . . Contracts necessarily are construed by the courts and by administrative agencies according to their plain terms, especially when there is no ambiguity.

Therefore the discharge had been an unfair labor practice.

This issue of a closed shop had proved critical in Illinois and was to be equally important in the other districts which the UMWA tried to establish. That John L. Lewis appreciated the significance of a union security clause is obvious from his having made the closed shop the condition of his union's signing the Appalachian contract of 1939.

The NLRB upheld the ruling of the trial examiner when the operator appealed the Kelley's Creek case. The Progressives, however, derived no real encouragement from this decision. The Board ordered the company to reinstate the employee who had been discharged, but it added the following qualification:

... the provisions of this order shall be subject to any valid contract now in effect or subsequently entered into between the respondent, Kelley's Creek, and any labor organization which contract requires as a condition of employment membership in such organization."<sup>15</sup>

The seven months lapsing between the trial examiner's report and the Board's ruling had brought a closed-shop agreement between the UMWA and the Kanawha Operators' Association. Kelley's Creek was affiliated with the KOA, and the Association was a signatory to the 1939 Appalachian contract, in which Lewis had won the closed shop for his union.<sup>16</sup> The company did not reinstate the employee.

When the Progressives filed four complaint cases involving another operator in West Virginia, the Island Creek Coal Company, the regional director ruled in favor of the employer.<sup>17</sup> He based his decision in part upon the fact that the employer was bound by this same Appalachian contract. The UMWA realized that it could no longer hope to replace Lewis's union in the Appalachian region, and soon thereafter dropped its campaign. Once more the Progressives had been defeated by the strength of their rivals' contract for a closed shop.

In ruling on the Island Creek case, the trial examiner raised not

<sup>15</sup>In the Matter of KELLEY'S CREEK COLLIERY COMPANY and INTERNATIONAL UNION, PROGRESSIVE MINE WORKERS OF AMERICA, Case No. C-4255, November 13, 1939 (17 NLRB, No. 42).

<sup>16</sup>Concerning this contract, see "Bituminous Coal Stripage, 1939," *Monthly Labor Review*, September, 1939, p. 693.

<sup>17</sup>U. S. Congress, House, Special Committee to Investigate the NLRB, *op. cit.*, I, 129. Exhibit 85.

only the question of the validity of the closed-shop agreement but also the issue of the appropriate bargaining unit. The precedent in the latter issue had recently been stated in an NLRB ruling. This case had come to the Board from Kansas, where the Progressives and the AFL were attempting to establish District 3.

Organizers whom the AFL and the PMWA sent into Kansas attempted to establish District 3 by winning locals at a small number of mines which had been operating under a contract between the United Mine Workers and members of the Southwestern Inter State Coal Operators Association. After about a month's work in the field, the organizers felt that they had won the allegiance of a majority of the sixty employees of the strip mine which the Alston Coal Company was operating at Pittsburg, Kansas. The PMWA on June 11, 1938, petitioned the regional office of the NLRB to hold a certification election in this local.<sup>15</sup> The regional director found sufficient grounds, at the Progressive union's request, to open hearings on the petition. The case was transferred ten days later to the NLRB.

The major question at issue before the Board was the area which should be treated as an appropriate unit for purposes of collective bargaining. Was it the single local union, or was it the group of operators bound together into one operators' association? The Progressive Miners contended that it should be the former, but the UMWA and the company insisted that it should be the latter. The Board found that the unit claimed by the PMWA in its petition was not appropriate and dismissed the request for certification—more than thirteen months after the PMWA had submitted the case.

In its decision, the Board pointed out that the Southwestern Inter State Coal Operators Association, in which Alston belonged at that time, had among its members operators employing about 90 percent of the miners working within a fifty-mile radius of Pittsburg, Kansas. It said that the inclusive membership of the Association and the survival of its function for thirty-five years

... indicate that the operators as well as the employees have considered collective bargaining on an association-wide basis as desirable. Bargaining and making contracts on such a basis has helped to stabilize the coal mining industry and place the mines on a fair competitive basis, a condition which would be very difficult of achievement if separate contracts were negotiated with each operator. We see no reason to depart from the practice of the parties as evidenced by these contractual relations prevailing over a long period of time.

<sup>15</sup>In the Matter of ALSTON COAL COMPANY and PROGRESSIVE MINE WORKERS OF AMERICA, INTERNATIONAL UNION (AFL). Case No. R-1352, July 18, 1939 (13 NLRB, No. 77).

The Progressive [union] contends that the [National Labor Relations] Act does not permit the Board to decide that a bargaining unit which is broader than the individual employer or operator is appropriate. The Board is expressly authorized by the Act, however, to decide that the employer unit is the unit most appropriate for purposes of collective bargaining. The Act includes within the definition of "employer" "any person acting in the interest of an employer, directly or indirectly," and includes within the definition of "person" "one or more \* \* \* associations." We are therefore authorized in law, and we do find that the Operators' Association is an employer within the meaning of the Act."

In effect the Board's decision meant that a small union would have great difficulty in becoming strong enough to displace a well-established labor organization. Although all the men working for a company might wish to change their affiliation, they would be able to obtain the Board's approval for such a move only if they had won over to their side the majority of the men employed in the area controlled by the given operators' association. This obstacle to a union's establishing itself as a competitor with a labor organization already in power became roughly proportional to the size of the operators' association.

For the PMWA and the AFL, this decision doomed to failure their campaign against the United Mine Workers of America in any region where the National Labor Relations Board would regard the precedent of this decision as binding. The Progressives recognized very slowly the full implications of the Alston decision.

The Progressives' campaigns in West Virginia and Kentucky had resulted in the union's filing numerous cases with the NLRB, and the Board's decisions in complaint as well as representation cases were of far-reaching significance. The Board rejected the Progressives' complaint cases whenever they pertained to an operator who had a closed-shop contract with the UMWA. Such a contract was seen as justification for employers' actions which otherwise might have been classed as discriminatory. In refusing to question the validity of existing closed-shop contracts, the Board was following the same principle as the Bituminous Coal Labor Board had enunciated for the mines of Illinois in 1933.

The Alston decision deprived the Progressive Mine Workers of America of protection through the representation election until such time as the new union would become the organization preferred by the majority of miners employed throughout an entire employers' association. This feat was unlikely in any district where the UMWA held a closed-shop contract.

<sup>10</sup> *Ibid.* The cases which the Board cited as precedents for its findings are listed in footnote 10 of its decision.

## Establishing District 4

Immediately after granting the UMWA a certificate of affiliation in 1937, the American Federation of Labor made funds available to the union for pushing an organizing campaign among the miners of Kentucky. The operators throughout the state had traditionally opposed the UMWA. The National Labor Relations Act, however, had put an end to their unbridled control over their workers' right to join a labor union. Therefore Lewis's organizers had been conducting a vigorous campaign for members in both eastern and western Kentucky. Even before the AFL had formally expelled the UMWA, it began to push a Progressive campaign in competition with the United Mine Workers' drive.

The two mine fields of Kentucky are geologically distinct, the eastern mines being in the Appalachian field and the western ones in the Eastern Interior Region. The UMWA had a different district organization for these two areas, and the Progressives planned to follow this same plan of structure by creating District 4 in eastern Kentucky and District 5 in western Kentucky.

Labor relations in the coal mines of eastern Kentucky had been receiving nation-wide attention. During the early months of 1937, witnesses from Harlan County were called to Washington to testify before the La Follette Civil Liberties Committee. Statements made at those hearings revealed that coal operators in eastern Kentucky had interfered seriously with civil liberties in the communities in which the mines were located.<sup>100</sup> The fact that the United Mine Workers of America had begun an intensive organizational drive in Harlan County during January, 1937, had aggravated the hostilities which the committee brought to light.

As a result of evidence presented to the Senate Committee, the Department of Justice moved to secure the indictment of certain operators in Harlan County. Section 51 of Title 18 of the U. S. Code prescribes criminal penalties

... if two or more persons conspire to injure, oppress, threaten or intimidate any citizen in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States; or because of his having exercised the same.

The Department alleged that the chief purpose of the Harlan County Coal Operators Association had been to oppose unionization of their employees,<sup>101</sup> in violation of Section 7 of the National Labor Relations

<sup>100</sup> See H. S. Congress, Senate, Committee on Education and Labor, *Violations of Free Speech and Rights of Labor*, Senate Report 6, Part 2, to accompany S. Res. 266, 76th Cong., 1st Sess. (Washington: GPO, 1939).

<sup>101</sup> 1 L.R.R. 115 (October 4, 1937). See also 1 L.R.R. 92 (September 27, 1937).

Art, and that the Association therefore was liable to prosecution under this nineteenth-century statute. The government attempted to show also that there was a direct financial link between the Association and the police officers of Harlan County.<sup>121</sup>

A new era in industrial relations in eastern Kentucky seemed imminent. While the La Follette Committee was still holding hearings, the AFL took advantage of the unstable labor relations in Harlan and sent in organizers for the Progressive Mine Workers of America.

The UMWA issued bitter denunciations against the Federation's campaign. It attempted to prove that the Progressives were receiving protection from the hated forces of the county sheriff and were importing men from the strike fields in Illinois to take the place of United Mine Workers in the pits of Harlan.<sup>122</sup>

Meanwhile the UMWA continued a vigorous campaign to obtain control of the employees in Harlan's mines. In this drive it utilized the National Labor Relations Board's facilities as fully as possible. It brought complaints of unfair labor practices on the part of each of three firms.<sup>123</sup> The Board ruled that all three had been guilty of the practices charged and in two cases ordered the disestablishment of a company union.

The United Mine Workers' most important complaint case involved the Harlan County Coal Operators Association.<sup>124</sup> The union had so fully substantiated its charges against this group of companies that it had shaken the operators' hope of receiving a favorable ruling from the National Labor Relations Board. The Association therefore agreed to sign the United Mine Workers' standard Appalachian contract in return for the union's withdrawing its complaint case. The National Labor Relations Board consented to the compromise and dropped its case against the Association. The contract was to be in effect until April 1, 1939, the date when the existing agreement for that entire field would expire. Although a closed shop was not stipulated,<sup>125</sup> the checkoff of dues for members of the UMWA was made compulsory. The Operators' Association automatically became a member of the Appalachian Wage Conference Committee.

<sup>121</sup> 1 LRR 115.

<sup>122</sup> *The Coal Digger*, May 15, 1937.

<sup>123</sup> The firms were: the Good Coal Company of Lisle (1 LRR 350), the Harlan Fuel Company of Yaucy (1 LRR 158), and the U. S. Coal and Coke Company of Louch. The facts concerning the latter at Lynch are described in: *The Matter of UNITED STATES COAL AND COKE COMPANY and UNION OF LYNCH EMPLOYEES and UNITED MINE WORKERS OF AMERICA*, Cases Nos. R-212 and R-213, August 26, 1937 (3 NLRB 398).

<sup>124</sup> See 3 LRR 3, 12, and 17 (September 25, 1938).

<sup>125</sup> *UMWA*, September 1, 1938, p. 10.

This action of the Harlan County Operators Association focused the AFL's campaign in eastern Kentucky on men employed by independent operators. The PMWA thus laid itself immediately liable to accusations of being employer-dominated, the suspicion which was being cast upon it at just that time in western Kentucky.<sup>126</sup> Amid constant opposition from the UMWA, the Progressives had only limited success in attempting to establish District 4 in eastern Kentucky. By mid-March of 1940 there were not more than a dozen Progressive locals in the region.

The slow growth of the PMWA among employees of the independent operators was even more discouraging because Lewis had succeeded in tightening his hold on the Harlan County Operators' Association during 1939. The Association's signing a closed-shop contract with the UMWA that summer brought bitter but futile complaints from the PMWA. *The Progressive Miner* greeted the union's contract with cries of "sell-out" but was helpless in the face of the accomplished fact of a closed shop assigned to a rival union.

The International Union, PMWA, held a constitutional convention in eastern Kentucky late in 1939 and formally established District 4 to have jurisdiction over the miners in that region. Despite the union's assertion that 4,600 members were represented at the convention,<sup>127</sup> the International's financial report for the year ending January 31, 1940, showed that of the eleven locals in eastern Kentucky only one had paid tax—a meager \$26.00.<sup>128</sup> This local, at the Lynch mine of the U. S. Steel Company in Kenham, today remains the one remnant of District 4.

#### District 5

Through its contacts in the field, the AFL had become aware early in 1937 that labor-management relations in western Kentucky's coal mines were unsettled. In May and June of 1937, District 23 of the PMWA filed with the National Labor Relations Board charges against each of four companies and the operators' association to which they belonged.<sup>129</sup> The UMWA charged that the fire had coerced miners to join a union which the employer dominated. The union was the Independent Miners Union of western Kentucky, District No. 1.

Six months later the trial examiner recommended that the IMU be disestablished and that the Operators Association withdraw all recog-

<sup>126</sup> See *UMWA*, November 1, 1938, p. 4, and December 15, 1938, p. 15.

<sup>127</sup> *The PM*, September 15, 1938, p. 1.

<sup>128</sup> *Id.* p. 7 f.

<sup>129</sup> *ILRR* 27 (September 6, 1937).

nition from it.<sup>130</sup> Into this precarious situation the AFL sent organizers for the PMA early in 1938.

Informed of the trial examiner's findings, the Operators' Association refused to renew a closed-shop contract with the IMU when the agreement expired on July 1, 1938,<sup>131</sup> and of the nineteen companies which had been members of the association only thirteen eventually signed as individual operators.

By what means a compromise was worked out with President Nance of the Independent Miners Union can only be surmised, but on August 20, 1938, the IMU merged with the PMWA as its District 5. The PMWA allowed the officers of the former IMU to remain<sup>132</sup> and took over the IMU's constitution and its contract.<sup>133</sup>

The president of the PMWA announced that the fusion had brought 3,500 additional members into the international union.<sup>134</sup> The president of District 23, UMWA, made the claim, "This was all done without the consent and unknown to the men who work in the mines."<sup>135</sup> Although his assertion cannot be regarded as impartial, bitter opposition to the move is evident in the fact that three Progressive organizers were beaten severely after a local paper of western Kentucky announced the fusion.<sup>136</sup>

To what extent did the operators encourage the change of unions? Although significant, this question has proved unanswerable. The UMWA insisted that through their foremen the operators had "forced the men to join the Progressives."<sup>137</sup> The fact that the PMWA was allowing the IMU's officers to retain their posts may have given the operators reason to believe that they would be able to continue whatever domination they had previously exerted over the union's policies. On the other hand, the PMWA showed some independence of action when it was able to force the employers to increase the scale of daily pay provided in the contract which it signed in District 5.<sup>138</sup> Wages remained below the level being paid in Illinois to members of both the PMWA and the UMWA.

<sup>130</sup> 4 Labor Relations Grievance Manual 17. Subsequent references to this source appear as LRR Man.

<sup>131</sup> UMWA, Circular 15, 1938, p. 18.

<sup>132</sup> *The PM*, September 1, 1938, p. 1.

<sup>133</sup> UMWA, Circular 15, 1938, p. 18.

<sup>134</sup> PMWA, *Proceedings, Constitutional Convention*, 1938, p. 22.

<sup>135</sup> UMWA, Circular 15, 1938, p. 18.

<sup>136</sup> *The PM*, September 1, 1938, p. 1.

<sup>137</sup> UMWA, Circular 15, 1938, p. 10.

<sup>138</sup> See *Contract between the Progressive Mine Workers of America, District No. 5 and the following: Providence Coal Mining Company . . . Trio Coal Company—In Effect July 1, 1938. Expires July 1, 1940.*



Not until February, 1939, did the NLRB rule on the appeal which the IMU had made from the trial examiner's ruling that the union was employer-dominated and should be disestablished. As between companies, the details of the decision varied somewhat, but the general outline of the Board's findings is applicable to the four firms in question as well as to the Association.

In part, the decision read:

The Board finds that the Association, acting for itself and its members promoted, sponsored, and supported the formation of the IMU in order to defeat the unionization of employees by the PMWA. Although this did not constitute an unfair labor practice because it occurred prior to the act, the support and domination continued subsequent to the effective date of the act, since the agreement of August 10, 1933, was successively extended and such support and domination constituted an unfair labor practice within Section 8 (2).<sup>97</sup>

The PMWA acted promptly to escape the onus of the decision. District 5 held a "special convention" to adopt a new constitution only four months after the regular constitutional convention of December, 1938.<sup>98</sup> Immediately after the convention new officials replaced the officers that District 5 had taken over from the IMU.

The attempts of the PMWA to avoid the appearance of being a company-dominated union proved inadequate. The United Mine Workers turned once more to the regional office of the NLRB. They filed a petition for a representation election at ten mines in western Kentucky and again lodged complaints of unfair labor practices.<sup>99</sup> In the latter instance, they named not only the Independent Miners Union but also the PMWA, which had a two-year union-shop contract with the employers at these ten mines.

The cases having been carried to the NLRB from the regional office, the Board approved stipulations signed by the companies and the two

<sup>97</sup> 4 LRR Man., 19. The text of the decisions in these cases appears at: In the Matter of WILLIAMS COAL COMPANY and UNITED MINE WORKERS OF AMERICA, DISTRICT NO. 11; SINTH VEIN COAL COMPANY and [the same]; KEINCKE COAL MINING COMPANY and [the same]; GRAPEVINE COAL COMPANY and [the same]; THE OPERATORS' ASSOCIATION and [the same]. Cases Nos. C-318 to C-322 inclusive, respectively, February 23, 1939.

<sup>98</sup> PMWA, District 5, *Constitution as adopted by the Convention at Madisonville, Kentucky, April 18, 1939* (Commercial Printers, Madisonville, Kentucky), p. 30.

<sup>99</sup> In the Matter of FLAT CREEK COAL COMPANY and UNITED MINE WORKERS OF AMERICA, DISTRICT No. 23 (CIO) and PROGRESSIVE MINE WORKERS OF AMERICA, DISTRICT No. 5 (AFL), PARTY TO THE CONTRACT. Cases Nos. C-1403 and R-1403, November 13, 1939 (17 NLRB, No. 15). See also 17 NLRB, Nos. 46 through 51.

operator than it represented the majority of his employees. The Progressives turned to the NLRB for help, but this relief was denied because the operator closed the mine on the day that his temporary contract with the PMWA expired. In District 7, the one local which the Progressives chartered was soon composed of only unemployed miners, for this operator also closed his mine.<sup>130</sup>

The PMWA attempted to gain recognition from nine other anthracite producers.<sup>131</sup> These companies and the NLRB were unconvinced that the PMWA was preferred by the majority of the men employed by six of these operators. Petitions remained pending, however, for an election at each of three mines of the Stevens Coal Company and for the idle Nanticoke mine of the Alden Coal Company. In addition, complaint cases involving both these operators remained on the docket of the regional office. These mines were in District 6.

Determined to protect these rudiments of Progressive organization in the anthracite fields and appreciating fully the significance of these cases, the American Federation of Labor sent two legal aides to defend the Progressives' petition when oral arguments were heard by the NLRB. The lawyers contended that the UMWA had been unable to prevent undesirable working conditions at the mines of these two companies.<sup>132</sup> Therefore, the miners would be better off if the PMWA were representing them for purposes of collective bargaining and handling of grievances.

Fearing that the Board might follow the precedent which it had established six months earlier in the Alston case, the AFL laid great stress on the fact that the anthracite operators were not organized into a formal association comparable with that in Kansas.<sup>133</sup> The single mine therefore was the appropriate unit.

Not until January, 1940, did the NLRB hand down its decisions in the two representation cases.<sup>134</sup> The Board stated that deciding which of two labor organizations was the more efficient was beyond its province. It considered carefully the question of the appropriate bargaining unit. The decision read in part as follows:

To be sure, the anthracite operators have not formally organized themselves into an association. However, by custom and usage they have acted in

<sup>130</sup> *Ibid.*, Exhibit P-7.

<sup>131</sup> U. S. Congress, House, Special Committee to Investigate the NLRB, *op. cit.*, II, 557, NLRB Exhibit 143.

<sup>132</sup> In the Matter of STEVENS COAL COMPANY and PROGRESSIVE MINERS OF AMERICA, INTERNATIONAL UNION (AFL); in the Matter of ALDEN COAL COMPANY and [the same] Cases Nos. R-1536 to R-1539, January 5, 1940 (19 NLRB, No. 11).

<sup>133</sup> *The PM*, December 1, 1939, p. 1.

<sup>134</sup> For citation, see footnote 152.

union in matters concerning collective bargaining for so long a period that in reality they are . . . bound together [as closely as] . . . they would be had their obligations and conduct been governed solely by formal legal ties. . . . Every operator in the region who does not expressly renounce or deny the authority of the anthracite operators as a group to act for it is presumed to be bound by the acts of that group. . . .

We are convinced that the full benefit of their right to self organization and to collective bargaining cannot be insured to the employees by breaking up the collective bargaining unit which has been established by a long history of contractual relations between the operators and miners of the anthracite region.

The Board specifically ruled that the appropriate unit for collective bargaining was the anthracite region. Therefore the UMWA, representing only a minority in this unit, did not merit a representation election.

The NLRB's regional director immediately ruled on the complaint cases, in the light of the Board's decision.<sup>152</sup> He dismissed the charges because the operator had been acting within the requirements of his contract with the UMWA when he discriminated against members of the Progressive union. On February 15, 1940, the UMWA and the American Federation of Labor announced the closing of the regional office.<sup>153</sup>

The Board's decision in the Stevens and Alden cases, following the same line of reasoning for the two companies, has been appraised by several students of the NLRB. Professor Emily Clark Brown has questioned the justifiability of the Board's "attempting to freeze a situation which was in the process of change from within," if the "broad unit" was not coextensive with the "actual functioning organization."<sup>154</sup>

A Special Committee which the House of Representatives created to investigate the NLRB found that the decision in the Stevens and Alden cases, following the precedent of the Alston decision, ran counter to the expectation of those legislators who framed the Act:

The employers, not the employees, have been given the privilege of selecting the union and the bargaining representative with whom they wish to deal.<sup>155</sup>

Chairman J. Warren Madden of the Board testified before the same Special Committee in defense of the precedent which the NLRB had established in these cases. He maintained that the Board had not wanted "to assist in the process of tearing down an arrangement which had been built up and used over a longer period of time in the coal industry."

<sup>152</sup> NLRB, Region IV, Correspondence in files of UMWA, International Union.

<sup>153</sup> *The PM*, February 15, 1940, p. 4.

<sup>154</sup> "Employer Unit for Collective Bargaining in National Labor Board Decisions," *Journal of Political Economy*, June, 1942, p. 352.

<sup>155</sup> U. S. Congress, House, Committee to Investigate the NLRB, *op. cit.*, IV, 468 "Final Report."

In an article appearing in its *Monthly Bulletin*, the International Juridical Association raised the question whether the Board had been influenced by political expediency—a question directly pertinent to the broader issue of whether a small rival union can compete effectively with a large labor organization. The Association said in part:

As a practical matter, disturbance of collective bargaining arrangements in the coal industry to the disadvantage of the union led by the then President of the C. I. O. would doubtless have precipitated upon the Board the same sort of pressure brought to bear on it to reconsider the Pacific Coast unit of longshoremen to the disadvantage of a relatively small union led by the "unpopular alien" Bridges.<sup>100</sup>

It is a moot but not meaningless question whether the Board would have reached the same decision in this case if the Progressives had filed their petition at a later date. After Dr. Harry A. Millis joined the Board in 1941, there was a marked tendency for the Board to recognize a unit smaller than the employers' association.<sup>101</sup> In actual fact, Lewis had eliminated this possibility for the UMWA by winning the union ship for his miners in the Appalachian fields in 1939.

### Summary

The withdrawal of the UMWA from the American Federation of Labor made a place for the Progressive Miners in the AFL. On becoming an affiliate of the Federation, the PMA changed its name to Progressive Mine Workers of America and started on a campaign to establish locals in six new districts outside Illinois. The AFL assisted in this drive by helping to plan and finance it. The areas affected by the drive were exclusively ones in which the UMWA was functioning.

The campaigns in West Virginia, Kansas, Kentucky, and Pennsylvania were almost complete failures. Two policies laid down by the NLRB proved wholly adequate as defenses for the UMWA. One of these was the ruling that the appropriate area of collective bargaining was the employers' association. The other principle was that the Board would not void existing contracts. Under the provisions of the NLRA this meant that wherever Lewis had effected a union-ship agreement it would remain in effect. Even with the aid of the AFL, the Progressive Mine Workers were unable to displace the UMWA.

<sup>100</sup> "Recent Trends in the Construction of the Wagner Act—II," *Bulletin*, November, 1941, p. 55, n. 170.

<sup>101</sup> *Ibid.*, pp. 52-56. See, for example, in the Matter of SHIPOWNERS ASSOCIATION OF THE PACIFIC COAST . . . ET AL. and INTERNATIONAL LONGSHOREMEN'S ASSOCIATION (AFL) LOCAL No. 38-83; [the same] and [ILA] LOCAL No. 38-84; [the same] and [ILA] LOCAL No. 38-97. Cases Nos. R-2326 to 2328 inclusive, June 16, 1941 (32 NLRB No. 124).

## VII. COLLECTIVE BARGAINING

The analysis in previous chapters has identified the forces underlying the formation of the Progressive Mine Workers of America as a rival of the United Mine Workers and has shown the steps taken to expand the new union. The techniques which these competing unions used in Illinois and other states have been contrasted, and the role of the government in this conflict has been summarized. The effects of the two unions' moving into and out of the American Federation of Labor have also been noted.

The two unions' struggle for supremacy has sometimes been viewed almost as an end in itself. To some extent this perspective is valid, because a union can get jobs for its members only if it wins contracts, and can survive only if its members are working and paying dues.

Because the PMWA is unique in having survived in direct competition with Lewis's Mine Workers, there is reason to ask what values the Progressives have found in their union. Why have they continued to support an organization dual to the UMWA?

The answer to this question will be sought through a summary and appraisal of the PMWA's functions in the two areas in which it has tried to serve its members: the protection of their economic security, and the impartial and democratic administration of the union. The men who founded the PMWA felt that the UMWA had failed in meeting both these obligations.

The PMWA's functioning as an economic agent has had two very different aspects, because its working members and its unemployed members have had dissimilar criteria for the union's success. Chapter VII will deal with collective bargaining, through which the union has attempted to serve its employed members. Chapter VIII will evaluate the aid which the PMWA has advanced to its members who were on strike or unemployed, who were involved in court action, who were disabled, or who were otherwise in special need. Chapter IX will analyze the administration of the PMWA—with special emphasis upon the degree to which the union has followed democratic tenets.

### Framework of Collective Bargaining

The United Mine Workers of America succeeded in bringing so many miners into the union during the first two years after the NIRA became effective that since 1935 virtually the entire bituminous coal industry has been operated under labor-management contracts. The coverage of these union contracts reflects the extent to which the

operators as well as the men are organized for purposes of collective bargaining.

An operator's choice among various associations of producers depends upon the location of his mines. Usually the various associations within an entire geographical area of the industry jointly bargain with labor. Typically, the employers' organization functions as an agent in negotiating with a labor union rather than as a sale agency. In the coal industry, the union and the operators' associations have followed the practice of negotiating a master contract and then negotiating some deviations from this pattern as applied by individual producers. The result is a partial uniformity of labor costs for all employers. Inasmuch as wages for mine employers amount for sixty cents of every dollar paid at the mines for bituminous coal,<sup>101</sup> the employers' joint action in becoming parties to a contract with a single union does much to equalize their total unit cost.

Except for the Coal Producers Association of Illinois, the employers' organizations are under contract with the United Mine Workers. The work stoppages in the coal industry during the nineteen thirties and the forties have made the American public acutely conscious of the disadvantages of having a single union or employers' association able to call work stoppages that shut off the nation's supply of a basic raw material. The public tends to ignore, however, the fact that the hold of the UMWA is far more powerful than it would be if the operators' associations were not so strongly dominant in the labor market.

General concern over the effects of almost complete unionization of the soft coal industry is increased because many persons recognize the UMWA's growth in power as only one part of a total structure. The membership of American unions almost quadrupled during the first decade of the New Deal.<sup>102</sup> Both the NIRA and the National Labor Relations Act assured to labor a legal environment favorable to unionism. Moreover, the very rapid growth of unions in the mass-production industries has multiplied the instances of strong control in the hands of a single labor organization. The Taft-Hartley Act, despite its restrictions on unions, reaffirms our public policy as one of protecting labor's right to organize and bargain collectively. Limitation of completely free competition is inherent in collective bargaining.

<sup>101</sup> *Bituminous Coal Annual*, 1948, p. 135. The *Annual* cites the Office of Price Administration as its source.

<sup>102</sup> Harry A. Mills and Royal L. Montgomery, *Economics of Labor*, Vol. III, *Organized Labor* (New York: McGraw-Hill Book Company, Inc., 1945), pp. 192 et seq.

The significant question concerning the concentration of power among labor unions becomes one of whether bigness inevitably leads to monopoly control over the conditions of employment. The problem is one of relative rather than absolute size; in this context a union is big whenever it is large relative to the number of job openings in the industry or craft in which it functions.

Can a small rival union effectively prevent a large union from functioning as a monopolist? The increase in the number of rival unions since the appearance of the New Deal, and more especially since the birth of the CIO, focuses attention on such unions as a possible antidote to monopoly. Because the Progressive Miners of America is the only union which has survived as a rival to the UMWA, its experiences with collective bargaining can throw valuable light on this question.

Has the Progressive union threatened the monopoly control of the UMWA in the market for the bituminous miner's services? In 1949, there were approximately 8,000 Progressives employed. The men represented only slightly more than 2 percent of the industry's working miners,<sup>103</sup> a fraction too small to influence the national market. In the state of Illinois, where almost all the Progressives are located, they constituted roughly one-fourth of the miners.<sup>104</sup> Does the UMWA exercise full control over the miners' demands for wages and working conditions in this less extensive market? A brief survey of the Progressives' collective bargaining since 1932 shows that the existence of that unionism among the miners of Illinois has not broken the UMWA's power even here.

### Contracts of 1932 and 1933

The Progressive Miners of America negotiated its first labor-management agreement in October, 1932, when the organization was only six weeks old. As has been noted, it was unable to force the operators to continue paying the \$6.10 scale which the UMWA had recently replaced with a \$5.00 rate in District 12 (Illinois). The PMA did not realize the significance of this failure as indicative of long-range problems, because it was growing rapidly at that time. It was confident that in the very near future it would displace the UMWA in Illinois.

Moving autonomously, the PMA held a scale convention in February, 1933. Although the UMWA debates recommendations for changes in both its constitution and its union management contract in

<sup>103</sup> Figures concerning number of employees are taken from *Bituminous Coal Annual*, 1950, p. 137. Its source is the U. S. Bureau of Mines.

<sup>104</sup> Illinois Department of Mines and Minerals, *Coal Report*, 1949, p. 20, reports total employees as 31,431.

the same convention, the UMW.A. has followed the policy of holding two separate conventions to handle these two kinds of issues. The scale convention is held shortly before negotiations are to begin on each new contract. Scale committees carry these recommendations into joint scale meetings with the operators' representatives. Since 1938, if an agreement is reached at this stage it is submitted to a referendum by the members.

Delegates to the UMW.A. scale convention in 1933 drew up a long list of demands to be made upon the operators for a contract to take effect on April 1. The Progressives apparently took no note of the fact that the UMW.A. had already signed a renewal of its contract with the Illinois Coal Operators Association,<sup>105</sup> for they adopted resolutions calling for numerous changes which the older union had not obtained. They demanded, for example, a thirty-hour week "with no decrease in pay," time-and-a-half for overtime, and several measures to bring a "better adjustment to machine mining."<sup>106</sup>

After lengthy negotiations with officers of the Coal Producers Association of Illinois, the Progressives' representatives were forced to submit to the membership a proposed contract (which contained only small changes). The UMW.A. could no longer ignore its own dependence upon the decisions of a larger union. The president of the UMW.A. characterized the union's position in realistic terms, which *The Progressive Miner* relayed to all the members:

As long as the U.M.W.A. contract is in effect and miners continue working under it, we will be severely handicapped in securing a contract providing for a wage scale and working conditions which would materially increase the cost of production to the Operators dealing with our Organization to a level above that of the Operators dealing with the other organization.

With every demand made by the miners that would tend to increase the cost of production, we were confronted with the unpleasant fact that another contract (Harris's machine gun contract) under which miners are working in certain sections of the state, was in effect. We believe that our membership thoroughly understands that the operators we deal with must meet the competition brought about by this other wage scale. . . .

On the question of the duration of the new contract . . . we were again confronted with the two year term of the U.M.W.A. contract in effect in parts of Illinois and Indiana. Arguments were presented showing that the Operators dealing with our Organization would be at a decided disadvantage if they did not have the same opportunity in making long-term

<sup>105</sup> For an excellent summary of the changes which the UMW.A. made in its successive contracts during the years covered by this study, see "Wage Chronology, No. 1: Bituminous Coal Mines, 1933-1948," *Monthly Labor Review*, March, 1949, pp. 303-7.

<sup>106</sup> *The PM*, February 17, 1933, pp. 1, 3.



contracts with the coal buyers as that held by the Operators doing business with the U.M.W.A.<sup>107</sup>

A large majority of the members accepted the proposed contract in a referendum vote.<sup>108</sup>

### Collective Bargaining under the NIRA, 1933-35

The agreements which the two unions signed with their respective operators for the biennium 1933-35 were not long to remain outside the orbit of governmental influence. The National Industrial Recovery Act became effective within less than four months after the signing of the contracts, and negotiations were started on a Code of Fair Competition for bituminous coal. As approved on September 18, 1933, the Bituminous Coal Code perpetuated the wage scales and the forty-hour week already in effect in Illinois under the contract of 1932.<sup>109</sup> It made no provision to satisfy the demands which the Progressives had made for clauses designed to loosen the U.M.W.A.'s hold on jobs at struck mines in Illinois.<sup>110</sup>

The Code somewhat improved the competitive position of Illinois coal mines because it raised miners' wages elsewhere. Amendments of April 1, 1934, added 40 cents to the basic rate in the Appalachian region, thereby establishing a uniform standard of \$5.00 for mines in all northern states. Once more, however, the officers of the PMA found no evidence that their proposals for amendments had been put into effect. These had included demands for a thirty-hour week and a basic wage of \$6.00.

The amended Code of 1934 initiated a steady upward movement in wages. This change in cost structures speeded the introduction of two labor-saving techniques: machine loading and surface mining.<sup>111</sup> The impact of these innovations was felt more keenly by the PMA than by its rival, for the percentage of members employed in small, hand-operated mines was higher for the PMA than for the U.M.W.A. Predominant numerically among the producers under contract with the PMA, many of these small-scale employers were unable to finance mechanization.

Wherever hand loading persisted, the miner suffered irregular employment because his employer typically could operate only when coal

<sup>107</sup> *Ibid.*, March 21, 1933, p. 3.

<sup>108</sup> *Ibid.*, April 7, 1933, p. 3.

<sup>109</sup> See Illinois Department of Mines and Minerals, *Coal Report*, 1936, p. 15.

<sup>110</sup> The full text of the code proposed by the PMA is printed in *The PM*, July 23, 1933, pp. 1 f.

<sup>111</sup> Fisher, *op. cit.*, p. 35.

prices were at their seasonal high.<sup>117</sup> Within the PMA, the effect of the changes was to concentrate power increasingly in the few locals at large, efficient mines. These mines could compete successfully with those employing United Mine Workers. The checkoff to these Progressive locals meant steady revenue for the union.

Under NRA sponsorship, the two unions set about the task of negotiating a new contract before April 1, 1935. Not having succeeded in winning a new contract by that date, both unions requested their members to continue working under temporary extensions of the old agreement.

The Progressives' dependent role was so apparent to the officers at this time that the president of the PMA issued the following statement to his membership:

We can exact only such wages and working conditions from this part of the industry in accordance with its ability to pay.

Who is there among us who can argue honestly and sincerely that the part of the industry the Progressive Miners are engaged in can go on the six-hour day and five-day week basis with every other district surrounding us on the seven-hour day?

The same is true of the higher wages. How can this part of the industry, of which we are a part, survive if the wage scale is higher than in surrounding districts? If we are to have any work, our employers must dispose of their coal, and it must be remembered that they must sell their products in direct competition with that production over which we have no contractual control. These are facts, unpleasant ones of course, but nevertheless true and must be reckoned with. Could anyone, after being fully conversant with all the circumstances surrounding this question sincerely advocate a strike as a means of forcing these demands?

Regardless of how distasteful it may be, we must assume an attitude of going along until such time as our organization has the majority of the working miners under its jurisdiction.<sup>118</sup>

Further evidence of the fact that the smaller of the two unions could not take the initiative is seen in the sequence of events during the following months. Although the UMWA struck for a week during September, the PMA left its men on the job. The United Mine Workers returned to work when the operators in the Appalachian field agreed to increase wages, and these raises were written into a new contract between the UMWA, District 12, and the members of the Illinois Coal Operators Association.

The joint-rate meeting of the PMA and the Coal Producers

<sup>117</sup> See Wabbe E. Bislart, *Economic Consequences of the Seven-Hour Day and Wage Changes in the Bituminous Coal Industry* (Philadelphia: University of Pennsylvania Press, 1939), pp. 94-97.

<sup>118</sup> *The PM*, February 15, 1935, p. 1.

Association of Illinois reconvened, after the rival union had formulated its contract, and drew up a tentative agreement to submit to the rank and file of the PMA for their approval. The membership accepted the proposal, and the officers signed a new contract. The Progressives had gained the same wage increases as the UMWA but had not had to strike in order to win them.

The policy of remaining at work while the United Mine Workers strike is essentially dependent. The PMA is relying upon its rival to raise the miner's wages, shorten his hours, improve his conditions of work, and gain "fringe" benefits for him. The amount of coal which the Progressives can supply to Illinois markets while the UMWA is striking is not so large as to constitute a major threat to the effectiveness of a shutdown by the UMWA.

Presumably this is one reason why the United Mine Workers have not picketed Progressives who worked during a strike in District 12. Another reason undoubtedly is that the members of the Illinois Coal Operators' Association have never tried to substitute Progressives for United Mine Workers during a strike. The rank and file of the UMWA are outspoken in their contempt for the PMA's policy of "scabbing" when United Mine Workers strike.

### The Coal Conservation Act, 1935

While the two unions were trying to draw up their demands for new contract clauses, major changes had come in the legal framework within which the coal industry functioned. The Supreme Court of the United States had declared the National Industrial Recovery Act unconstitutional and the Congress had passed the Guffey-Snyder Act, which was to be known as the Coal Conservation Act of 1935.<sup>11</sup> This law provided for extensive regulation of the industry. The Act never really became effective, inasmuch as the Supreme Court declared its labor provisions unconstitutional, but the Progressives' experiences with it illustrate effectively some of the obstacles facing a small rival union.

At the outset, the PMA found itself unable to get direct representation on any of the boards administering the Act. A former officer of the UMWA was the man appointed to represent labor on the tripartite National Bituminous Coal Commission, responsible for administering the Act; another UMWA officer served on the Bituminous Coal Labor Board; and the UMWA's district president in Illinois

<sup>11</sup> See Glen Lawrence Parker, *The Coal Industry: A Study in Social Control* (Washington: American Council on Public Affairs, [c. 1940]), p. 142.

became the labor representative for the district board which was to have jurisdiction over Illinois.

Although the Progressives bitterly resented the first two appointments, they could not deny that the majority was represented. They insisted, however, that no United Mine Worker was a member of the union representing a majority of the miners in Illinois, and therefore that injustice had been done.

Underlying this dispute over the question of which dual union represented a majority of the men was a fundamental issue encountered in many strikes: What is the status of a striker whom a member of the opposing union has replaced? Is he still an employee? The PMA, believing that he is, told the Commission that it represented 35,000 men — a figure which included members who were unemployed as well as those whom it defined as employees. The UMWA claimed to have 27,128 members employed in the mines of Illinois.<sup>170</sup> The total average number on the payrolls of Illinois mines during 1934 had exceeded 50,000 only slightly.<sup>171</sup>

Accepting the more conventional sense of "employee," the Commission found that the Progressives did not constitute a majority of the miners in Illinois. The union's financial reports showed 18,550 members paid-up, i.e., working.<sup>172</sup> The UMWA had credited its rival with having 18,613 members employed in 1934,<sup>173</sup> agreeing with the Commission's definition of employees as persons attached to a work force. So long as the UMWA and the government excluded "strikers" from their count of employees there was no possible basis of agreement between them and the Progressives in the determination of a majority among Illinois miners.

President Lewis succeeded in increasing his union's ascendancy over the PMA by yet another type of provision. He was able to have included in the Conservation Act of 1935 a statement that "employer representatives of more than two-thirds of the annual tonnage of a district or group of districts and representatives of a majority of the mine workers in such area" should have the right to "negotiate wage and hour provisions to be applied to all coal members in the entire area covered by the agreement."<sup>174</sup> If the Act had gone into effect, the Progressive union could have made an further pretense of negotiating

<sup>170</sup> *UMW*, January 15, 1936, p. 5.

<sup>171</sup> Illinois Department of Mines and Minerals, *Coal Report*, 1931, p. 12.

<sup>172</sup> See Table II in the Appendix.

<sup>173</sup> *PMA*, January 15, 1936, p. 5.

<sup>174</sup> Harold D. Koontz, *Government Control of Business* (Boston: Houghton Mifflin Company [c. 1941]), p. 694.

independently any of the terms of the contract under which its members were working.

### 'The PMA's Strike of 1937

The only year in which the PMA called a strike rather than accept provisions which the United Mine Workers had written into a new agreement was 1937. Although the UMWA had wrested a pay increase from the operators of the northern Appalachian fields and soon afterwards from the Illinois Coal Operators Association, it had allowed the employers two concessions.<sup>186</sup> One was the right to a half-hour's work beyond the seven-hour day, the thirty minutes being allowed whenever needed to cage, hoist, or dump coal already mined. The other was the right to "cut, drill, shoot and load coal" during a second shift.

The Progressives' representatives were unwilling to grant these two extensions of the working day.<sup>187</sup> They explained to the rank and file that the first provision was contrary to the Progressive union's objective of spreading the available work among as many men as possible. The second concession would discriminate against the small mines, which "would not be in a position to utilize the second-shift prerogative." The clause therefore would tend to "centralize production in the hands of the large companies."

The officers kept their members out on strike for four weeks during August, 1937. The Coal Producers Association and the union finally compromised their differences by the employers' abandoning their demand for the half-hour clean-up period and the union's agreeing to cut, shoot, and load on an extra shift. The members, voting on the new contract in a referendum, accepted it by a substantial majority, although opposition was strong in some locals. The PMA at last could point to a contract clause giving the Progressives an advantage over the UMWA's members.

Political considerations were crucial in the Progressive officers' prolonged refusal to grant these two provisions to the employers. Rivalry between the PMA and the officers of District 12, UMWA, was at the root of much of the resistance. Earlier, when the Progressives were holding their scale convention in February, 1937, the UMWA sent to the members of the PMA a form letter emphasizing the PMA's impotence in collective bargaining.<sup>188</sup> The president of the PMA

<sup>186</sup> The text of the Appalachian Bituminous Joint Agreement appears in *UMWA*, April 1, 1937, pp. 3 f.

<sup>187</sup> *The PM*, August 6, 1937, p. 1. See also *ibid.*, September 3, 1937, p. 1, and September 24, 1937, p. 1.

<sup>188</sup> *The PM*, February 19, 1937, p. 2.

responded by challenging the provisional president of District 12 to let the two unions appear on a referendum vote to determine which had a majority among the miners in Illinois.<sup>181</sup> Next, the UMWA countered with a challenge to the Scale Committee of the PMWA to sign a contract before District 12 had done so.<sup>182</sup>

The Progressives' granting to the operators the right to an extra shift was in part evidence of pressure from the rival union. The provisional president of District 12, UMWA, brought into the open his long-range campaign to pull out of the PMWA its largest local in the Springfield area.<sup>183</sup> He also fostered a succession of joint meetings of the two unions' members.<sup>184</sup> The avowed purpose of the meetings was to push a tax on machinery, the proceeds of the tax to be used for relief of the unemployed. If the Coal Producers Association of Illinois could have been led to believe that these meetings indicated an end to hostility among the miners, it would have been deterred from granting a new contract to the PMWA.

#### The Union Security Clause, 1939

In 1939, the Progressive Mine Workers of America — newly rechristened — was for the first time concerned with the shaping of a new contract not only in Illinois but also in the Appalachian fields. In District 1 (Illinois) the Progressives had accepted as relatively fixed the group of employers that were bound by a union shop contract with the UMWA. In the outlying districts, however, the UMWA was not so firmly established.

A nucleus of members in the PMWA, District 1, had recognized their union's lack of independence as an agent in collective bargaining. They introduced in the PMWA's scale convention of 1939 a recommendation that their union should join with District 12, UMWA, in working out a joint proposal to present to the two associations of operators.

The same recommendation had been presented and defeated at the scale convention of 1937. Active in this discussion were a member of the executive board and the union's president, who were soon to be expelled for cooperating with the UMWA. When presenting their case to the trial board of the PMWA, these two officers expressed the

<sup>181</sup> *Illinois State Journal*, March 12, 1937.

<sup>182</sup> *The Coal Digger*, April 26, 1936, p. 1.

<sup>183</sup> See *The PM*, January 7, 1938, p. 2.

<sup>184</sup> *The Coal Digger*, July 23, 1937, p. 2. See also *ibid.*, July 15, 1937, p. 1; September 25, 1937, p. 1; October 10, 1937, p. 1; and October 23, 1937, p. 1.

discouragement which many members of the union had come to feel. Both men took the position

. . . that the Progressive Organization is unable numerically and financially to accomplish for its membership any good by its own efforts, and is compelled to rely upon the United Mine Workers of America to obtain the rights to which they are entitled under the law. . . . [The Board Member] testified that any effort of this organization to obtain better working conditions could not be obtained through the proper channels of the Progressive Organization without the aid of the United Mine Workers of America; that on-shift shooting could not be stopped without the aid of the United Mine Workers of America. That the coal companies could not be compelled to comply with the law requiring them to carry insurance or file bond to protect the miners in their compensation claims without the aid of the United Mine Workers.<sup>107</sup>

Although the PMWA expelled the two men for advocating collaboration with the rival union, it never officially retracted the statements which they had made about collective bargaining in Illinois.

The provisional president of District 12, UMWA, made a strenuous effort to foster within the PMWA a willingness for joint action. He was unsuccessful in this project, however, and the small union negotiated singly with the Coal Producers Association of Illinois.<sup>108</sup> These negotiating sessions continued during the spring months of 1939, and the Progressives remained at work under an extension of the existing agreement, which was to have expired on March 31. An agreement having been reached between the UMWA and its operators in Illinois, the employers under contract with the PMWA signed a new contract to be in effect until 1941.

In the outlying fields, the principal issue in 1939 was the union shop. The PMWA's affiliation with the AFL in 1938 had brought to the union resources which made nation-wide expansion seem possible at last. The seriousness with which President Lewis viewed the threat implicit in this drive is evident in the international officers' report to the Golden Jubilee Convention of the UMWA in 1940. Here they described the wage negotiations of 1939.

The necessity of either eliminating the penalty clauses or instituting a union shop provision had become increasingly more evident as the conference neared March 31st, termination date of the 1937 agreement. . . . The American Federation of Labor, through the Progressive Miners and various craft organizations, was actively attempting to sabotage the United Mine Workers of America. Organizers had been sent into mining fields, and in some places they were being aided and abetted by unfriendly operating interests.

<sup>107</sup> PMWA, "Dave Reed and Jack Battuello," Report of the Trial Board, District 12, 1939, p. 3. Mimeographed.

<sup>108</sup> PMWA, *Joint Report*, 1940, pp. 3 ff.

The Scale Committee came to the conclusion that the United Mine Workers of America had to be preserved at all costs, and that the union should resist to the utmost attempts to undermine and destroy it either by the American Federation of Labor or non-union interests.<sup>109</sup>

In view of the complete collapse of the Progressive-AFL campaign outside Illinois, the UMWA's faith in the value of the union shop seems justified. The Appalachian agreement and separate district contracts modeled on it gave the United Mine Workers security in northern and southern fields.<sup>110</sup> The Harlan County Coal Operators Association did not grant the union shop until 1941 but did eliminate the penalty clause for striking. As the *United Mine Workers Journal* commented about the 1939 contract: "[it] makes it impossible for any rival organization to obtain a foothold in the bituminous mining industry of the country."<sup>111</sup>

Since 1939 there has been no need for President Lewis to seek further protection against inroads by the Progressive union among operators under contract with the UMWA. Subsequently, he has centered his attention upon demands for economic improvement: removal of the north-south wage differential (1941), premium pay for war-lengthened days in the mines (1941), vacations with pay and with work (1941), portal-to-portal pay (1943), benefit payments for welfare and retirement (1945 to date), a shorter day (1947), and higher pay (1946 to date).

In all these gains, the PMWA followed the pattern set by Lewis. The PMWA obtained these improvements from the Coal Producers Association of Illinois without calling its members out on strike but not without the knowledge that the major changes in its contracts depended upon the action of a rival union.

### Collective Bargaining in Time of War

During the war years the coal industry was subject to extensive regulation by the Federal government, and the UMWA received wide publicity because of its failure to abide by labor's no-strike pledge. The Progressives had very little influence in determining policies to be applied in governmental regulation, but gained occasional publicity because they remained at work when the rival organization was on strike.

In these years of heavy demand for their output, the producers who employed Progressives enjoyed a marked advantage in the continuity of

<sup>109</sup> *UMWJ*, February 15, 1940, p. 21.

<sup>110</sup> *Ibid.*

<sup>111</sup> *Ibid.*, May 15, 1940, p. 3. See also *ibid.*, January 1, 1940, p. 3.



their operations. A brief stoppage occurred in April, 1939, but the PMWA insisted that it had not kept its members on strike, and members of both unions eventually received unemployment compensation for having been involuntarily idle at that time.<sup>192</sup> To the shipping operators, the boon of having the PMWA call no strikes was cause for marked preference for this union over the UMWA, whose frequent stoppages kept the industry in a state of chronic uneasiness.

In 1943 the Solid Fuels Administrator took over the mines at which the United Mine Workers were on strike. The Progressives were working under an extension of their old contract with the Coal Producers Association of Illinois, and resented the fact that President Roosevelt had failed to exempt the mines of the CPAI from his general order seizing the mines on behalf of the government. After two weeks, however, the CPAI's mines were returned to private control.

Not until the Solid Fuels Administrator had signed a contract with the UMWA on November 3, 1943, did the Progressives undertake final negotiations with the Coal Producers Association of Illinois. Assured at last of what would be the United Mine Workers' wage rates, hours of work, and "fringe" payments, the two parties promptly worked out an agreement, which was approved by the War Labor Board.<sup>193</sup> It contained no important deviations from the UMWA's contract.<sup>194</sup>

The demands and actions of the UMWA in negotiating a new contract in 1945 differed somewhat in sequence from events two years earlier,<sup>195</sup> but the Progressives' policies remained the same. The PMWA continued its men at work while intermittent stoppages plagued the rest of the bituminous coal industry. When the UMWA signed its new contract, effective retroactively from April 1, 1945, the PMWA and the Coal Producers Association promptly followed the precedent which had been set. The PMWA's achieving its new agreement without loss of working time meant a great deal to both employer and employee in terms of stability of income, and therefore in terms of the value each placed upon remaining a member of the Producers Association or of the PMWA, respectively.

### Postwar Contracts

V-J Day in August, 1945, lessened labor's feeling of obligation to its no-strike pledge. The collapse of contract negotiations in the spring of 1946 brought both unions of miners out on strike. The UMWA

<sup>192</sup> PMWA, *Joint Report*, 1942, p. 7.

<sup>193</sup> 6 Wage-Hour Reporter 1218, December 13, 1943.

<sup>194</sup> "Wage Chronology No. 4," *loc. cit.*, p. 305.

<sup>195</sup> "Industrial Disputes," *Monthly Labor Review*, June, 1945, p. 1259.

was determined to win the right to a welfare and retirement fund; the PMWA struck to force its employers to agree to a retroactive clause running back to April 1, 1946. After a fortnight the Progressives returned to work at the request of the Governor of Illinois, who sought this means of getting coal for the state institutions during the fuel famine caused by the United Mine Workers' prolonged strike.

As agreed to between the UMWA and the Secretary of the Interior, and subsequently between the PMWA and the Coal Producers Association of Illinois, the welfare and retirement fund was to be established

. . . to provide benefit payments to miners and their dependents or survivors in case of sickness, disability, death, or retirement, and for other related purposes. Financed through contributions by operators of 5 cents for each ton of coal produced for use or sale. A medical and hospital fund was established to be used for medical, hospital, and related purposes. Financed by wage deductions then being made. The two funds were to be used to complement each other.<sup>104</sup>

In reviewing their success in negotiating, the executive officers of the PMWA passed lightly over this epoch-making change in their contract and stressed instead the fact that Progressives had eliminated "the thirty-minute work period for bottom men, while our rival mine organization must continue . . . to work the full forty-five minute period."<sup>105</sup>

The miners' negotiations in 1947 occurred in a new legal environment, for the Labor Management Relations Act had become effective in 1946. The Progressives faced a further alteration in the conditions under which they could negotiate. Changing from a long-standing custom of setting its contracts to expire on the thirty-first of March, the UMWA had adopted a new termination date of June 30 when it agreed to a year-long contract in 1946. The Coal Producers Association induced the PMWA to continue its old contract in effect under a temporary extension after April 1, 1947, so that the UMWA's contract could be under discussion before the PMWA began negotiations.<sup>106</sup> More frank admission of the smaller mine's lack of power in initiating important changes in a contract could hardly be made. The 1947 contract of the PMWA moved the expiration date to the end of June, to correspond to the date provided by the UMWA.

Much of the discussion during the negotiations of 1948 centered around the Progressives' exacting fuller compliance with the contract's

<sup>104</sup> "Wage Chronology No. 4," *loc. cit.*, p. 305. For a further discussion of these clauses see Chapter VIII following.

<sup>105</sup> PMWA, *Joint Report*, 1946, p. 11.

<sup>106</sup> *Ibid.*, 1948, p. 9.

terms. In the executive officers' *Joint Report*, 1948, the following statement appears:

Some of the flagrant violations of contract by some of our members, whereby they not only ignore contract, but [so do] their Board Members and Officers, left us with a very poor argument to try and defend such actions.<sup>199</sup>

Slowdowns and the loading of dirty coal were prominent among the abuses mentioned. Once more, the contract as finally signed varied in only minor details from that of the rival union.

The United Mine Workers' strikes in 1949-50 created such a severe shortage of coal that the Progressives received widespread publicity for remaining on the job until the end of the UMWA's strike was within sight. The PMWA had continued at work for eight months under successive extensions of its old agreement with the Coal Producers Association. Although *The Progressive Miner* headlined the claim that there were "10 Major Improvements Listed in New Contract," none of which were in the UMWA's agreement,<sup>200</sup> an analysis of the list shows that nine of them would constitute a major disadvantage in cost structure for companies employing Progressives.

The differences between the two unions' contracts in 1950 illustrate a tendency about which members of the Coal Producers Association of Illinois have occasionally complained for many years. Because the Association will not sign an agreement with the PMWA until after the other union has announced the terms of its new contracts, it may be involved in long-drawn-out bargaining sessions which are devoted to discussion of details rather than major issues. After weeks of such negotiating, the PMWA is not infrequently able to gain small concessions which do not later appear in the rival's contract. These clauses have not had enough effect on the employer's costs or the miners' earnings to influence union affiliation significantly.

### Submarginal Mines

In Illinois the great majority of the local mines are owned by companies which are not members of either association of operators. Typically very small,<sup>201</sup> many of these mines function at a level of

<sup>199</sup> P. 11.

<sup>200</sup> March 15, 1950, p. 1.

<sup>201</sup> Local mines that produced less than 1,000 tons a year constituted more than half of all mines in Illinois for the Progressives' first five years. (Computed from Illinois Department of Mines and Minerals, *Coal Report*, 1932, p. 24; 1933, p. 25; 1934, p. 26; 1935, p. 22; 1936, p. 28.) Mines under contract with PMA were identified from lists supplied by the union.

such low efficiency that paying the UMWA's standard scale would immediately force them out of business. The two unions in Illinois have had different policies for meeting this situation. Whereas the UMWA has tried to exact standard pay from all its employers, the PMA at first welcomed as members any miners willing to join, no matter what their employer's previous wage scale had been. In this connection the Progressives' secretary-treasurer said in 1936:

At the time this Progressive Miners' organization was organized all our men made a desperate effort to get every miner . . . into our organization. . . . Wherever they could find a hole with men working in it . . . they forced the men to sign up.<sup>297</sup>

Obviously the UMWA has not dominated the smaller union's policies with respect to submarginal mines.

Inasmuch as the Coal Producers Association of Illinois admits only companies able to pay the standard rate, the substandard operator is ineligible for membership. To cover the miners working for these high-cost operators, the PMWA has negotiated at least three forms of contract. In authorizing wages and conditions beneath the scale, the PMWA has run very little risk of alienating the local at the mine in question, for a company which cannot pay the standard rate is excluded also from the Illinois Coal Operators Association. Occasionally the PMWA signs an unpublished contract with an individual high-cost producer who is not a member of the Producers Association.<sup>298</sup> In a few of these cases the district officers have tried to avoid censure by authorizing the local union at that mine to take the responsibility of signing the substandard agreement on behalf of the men.<sup>299</sup>

A second practice under which Progressives accepted less than the standard scale was the checking off of a "kick back" to a private owner. For example, the vice president of the PMWA in 1942 cited a not atypical case of one operator who was deducting from 10 to 30 percent of his men's wages.<sup>300</sup>

Third, the PMA signed contracts with cooperative mines which were only ostensibly paying the scale. Many of these cooperatives made such heavy deductions from the pay checks of the worker-owners that net earnings were appreciably below standard. The nature of this problem is graphically described by a Progressive employed in a

<sup>297</sup> PMA, *Proceedings, Constitutional Convention*, 1936, p. 1269.

<sup>298</sup> See *ibid.*, 1942, pp. 140, 146, 151.

<sup>299</sup> *Ibid.*, p. 146.

<sup>300</sup> *Ibid.*, pp. 119, 121, 139. The mine employed 87 men in 1942 and was not mechanized. It shipped its coal to an outside market. (Illinois Department of Mines and Minerals, *Coal Report*, 1942, p. 106.)

cooperative mine, where conditions—bad as they were—were far better than in some others;

We were desperate, with the operator threatening to shut down. Here was a chance to buy a mine at a nominal price, so to speak. We bought the mine. After the mine was paid for, the boiler inspector condemned the boiler and we had to get boilers. We did not get new ones, but they cost more than \$1,000. Even before that job was completed we were told we had to improve the ventilation there and clean out the air ports. Now the air shaft is wrong, and I don't know what will be next.

I will say this, the biggest kick-back any miner made is 6 percent of wages over and above the pay for these things.<sup>200</sup>

The PMWA seethed with opposition to this practice of allowing some members to undercut others. The men in high-cost mines were so active in the union and so zealous in protecting their right to a job that the officers were unable to reverse the union's policy. The union initially had been so eager to expand its membership rolls that it had been indifferent to the economic position of the individual mine at which its members were employed. This attitude was tied in with the union's hope that a state-wide referendum would be held to determine which union was to survive in Illinois.

When that hope had vanished, the officers saw other reasons for signing agreements with submarginal producers. One was the fact that the union usually was able to raise somewhat the scale of wages which an individual high-cost producer had been paying his men. To the extent that this occurred, the level of competition rose, and the mine just at or above the margin of solvency could enjoy a more secure position. There were many small firms paying the union's scale with such difficulty that the undercutting by nearby mines was a major problem if the same wage rates were not required of all operators.

By far the most important reason for allowing wage differentials among various firms was the fear that paying the standard rate would force the employer out of business. The union was convinced that its members were better off employed at almost any wage than they would have been if permanently unemployed. In every biennium both conventions—scale and constitutional—devoted many hours to discussion of the problem of the firm which could not procure coal for sale at market prices unless it cut its labor costs below the union's standard. There was the complicating factor that output per man-day was typically low in these mines, so that the basic daily wage constituted a higher than average charge against each ton of coal produced.

<sup>200</sup> *Ibid.*, pp. 159 ff. Italics added.

### Summary

The PMWA's experience in collective bargaining indicates that a small union can do little to jeopardize the control which a powerful rival holds over the labor market for the industry in which the two unions function. The PMWA has never succeeded in negotiating a new contract before the UMWA has announced the terms of its agreement with those operators who sell their coal in competition with the product of the Progressives' employers.

The PMWA faced the fact of its dependent rule when it negotiated its first contract in 1932, and in one form or another this dependence has been reflected in all its subsequent experience with collective bargaining. Under the NIRA and the Civil Conservation Act it found that the UMWA was consistently allowed to represent the miners. The National Labor Relations Board's policy with respect to closed-shop clauses assured the effectiveness of Lewis's union security clause in the agreements negotiated for the outlying fields in 1939.

The Progressives and their employers have enjoyed an advantage over their competitors in that the PMWA has not called any prolonged strikes. The union has negotiated a few clauses differing from those in the UMWA's contract; these have not contrasted sharply enough, however, to constitute a major advantage for the members or a hindrance to the operator.

The PMWA has had a much more tolerant attitude toward employers who could not pay the standard scale than has the UMWA. This policy is a natural result of the union's having admitted many locals at submarginal mines. In this market the UMWA does not seek control over collective bargaining.

### VIII. WELFARE ACTIVITIES

The economic functions of the Progressive Miners of America have included not only collective bargaining for employed miners but also unusually extensive programs of aid for needy members. This assistance has taken various forms: relief which District 1 and various local unions gave to strikers and unemployed members, aid for the union's martyrs, and death benefits. More recently, welfare and retirement payments have been made under the terms of the PMWA's contract with the Coal Producers Association of Illinois.

#### Relief by District 1

During the first three or four months after the PMA was organized, the union followed the policy of calling out on strike as many locals as it could persuade to revolt against Lewis. The leaders of the PMA were so confident of displacing the UMWA completely in Illinois that they ignored the possibility of the strikers' being permanently locked out of the mines.

The union at first followed the practice of giving aid to the neediest of strikers and leaving the unemployed members dependent on public relief. It was unable, however, to follow this policy strictly, because the needs of the latter group were so acute. The PMA became aware only tardily of the size of the burden which it had assumed when it urged locals at closed mines to turn Progressive. Through the years, additional Progressives became permanently unemployed either because of the closing of a mine which had been operating under contract with the PMWA or because the labor force was reduced at an active mine.

Almost every aspect of the PMWA has been affected by the high proportion of Progressives who have been without jobs and therefore conspicuously in need of assistance from the union. The ratio can be estimated on the basis of figures which the secretary-treasurer issues semiannually. These show the union's count of dues-paying and exonerated Progressives, and the latter figure is roughly equivalent to the total of members without jobs. The right to be exonerated from the payment of dues and assessments is given only to a man who has worked less than five days in the calendar month and has given the union a written statement of that fact.<sup>20</sup>

The PMWA has always had a high proportion of idle members. In the summer of 1933 there were three members exonerated for every two who were employed. A year later, the idle and the working mem-

<sup>20</sup> PMWA, *Constitution*, 1932, Art. VIII, Sec. 13, and Art. XIX, Sec. 1.

liers were about equal in number. Throughout the thirties the union's semiannual tally only once showed as few as one-fourth of the membership to be exonerated. (See the Appendix, Table II.) What proportion of the idle members received relief from the union has not been ascertainable.

Although able to finance aid for only the neediest among its thousands of idle members, the PMA set up an elaborate program of assistance. It created a special committee to purchase supplies. In the individual towns these commodities were handled by local relief stations, more than thirty of which were in active operation as late as 1938.

The committee bought such staple items as salt pork, lard, sugar, beans, soap, and occasionally corn meal. It bought some shoes and underclothing, especially in children's sizes. During the winters the committee also bought house coal. The strikers regarded the latter expenditure as the ultimate evidence of their hardships, for traditionally the operator had always supplied cheap coal to his employees, and the Progressive striker, like all strikers, clung to the belief that he had a continuing claim on his old job.

On occasion the committee paid an individual's bills, such as those for house rent to forestall an eviction, for medical or hospital bills, and—as the PMA's former relief chairman reminded a jury in Federal court — “for grave digging for boys that were killed during the mine strike.”<sup>208</sup>

The district also provided “special relief” in cash to local relief stations which were serving so large a number of families as to be able to buy supplies at wholesale locally. Occasionally a local union used some of its “special relief” money to meet apparently reasonable demands for other kinds of help to members.

The cash outlay for this assistance was large.<sup>209</sup> At the end of the PMA's first eight months, expenditures for relief were officially quoted to have exceeded \$75,000. Subsequent reports stated that within the first six years of its existence the union spent almost \$700,000 for relief to nearly Progressives.

Despite the union's best efforts, the average relief allotment for each recipient was small. One evidence of this was apparent to case workers for the Illinois Emergency Relief Commission. They found that their allotments for relief to Progressive strikers were not noticeably affected by the money which strikers received from the union.<sup>210</sup>

<sup>208</sup> Bill of Exceptions, p. 76, *United States v. Anderson et al.*

<sup>209</sup> PMA, *Financial Report of . . . Secretary-Treasurer*, semiannual issues, 1933-1950. Also Appendix, Table 2.

<sup>210</sup> Interviews with case workers of the IERC in 1935.



The HERC began disbursing Federal funds in Illinois in the summer of 1932 and continued to be a major source of support for the indigent miner throughout the thirties.

For the employed members of the PMA to finance a relief program meant sacrifice on the part of many miners and their families, for during the first four years of the union's life the typical yearly income of the working members did not exceed \$600. The union at first collected for relief a flat assessment of \$1.00 a month from each employed member, but after eight months changed to a levy computed as a percentage of gross earnings. This percentage has fluctuated between 1 percent and 3 percent, according to the current needs of the union. The responsibility for relief became lighter as the WPA or the general economic revival in the late thirties opened up jobs elsewhere for many of the idle members.

The relief program became the focal point of many disputes within the union. There were always some complaints from members who felt that they should have received more help, or that another family should have received less. Although some of the rank and file complained that there was outright corruption in the administration of the district's program, they failed to substantiate their accusations. There is no evidence that any executive officer of District 1 milked the union for personal gain.

Successive conventions heard long and heated debates over the PMA's system of handling relief funds and accounts. These protests involved both the transfer of funds from the relief account to the general account, and the system of reporting relief expenditures. They were destructive of union harmony.

The rank and file found that after April, 1933, the secretary-treasurer consistently reported a larger amount received from the union's relief assessments than was spent for relief. In answer to questions about this discrepancy, the president of the union replied as follows to the delegates at the constitutional convention of 1938:

I might say that by an act of previous conventions your 1% strike assessments went into the general fund. Not only was it used for purposes outside of relief purposes, it was used to defend men in court and in general organizational work.<sup>79</sup>

The campaign to establish the PMWA on a nation-wide scale undoubtedly cost more than the district officers dared admit, lest the rank and file in Illinois refuse to pay the price. Probably legal expense also formed an important part of the total.

<sup>79</sup> PMWA, *Proceedings, Constitutional Convention, 1938*, p. 402. See also *ibid.*, p. 1427.

That a large portion went into the purchase of dynamite was supported by many persons in Illinois during the thirties. The fact that some of the money had been spent for guns, ammunition, and dynamite was a key point in the Federal government's prosecution in the conspiracy trials.<sup>212</sup> However small this outlay may have been, the evidence presented to the court did irreparable damage to the reputation of the union among its members and among the general public.

Not until 1940 did the PMA take the obvious step of changing its levy for relief into a general assessment. This is currently levied on active members in addition to their monthly local dues. The district receives only 25 cents a month per member as its share of local dues and uses the proceeds of the assessment to supplement that share. The district may not place any special assessments upon members unless so authorized through a referendum of the entire membership.

The second issue which the Progressives raised in connection with the union's accounting for relief concerned the looseness with which expenditures were reported by the relief stations. Because the stations did not report how many members were receiving relief, how large the average allotment was, or how much inventory was on hand at the beginning or end of an accounting period, the Progressives could not reassure themselves that all expenditures reported as "relief" actually were made for that purpose.

The working of the democratic process apparently was the force which prevented the convention delegates from requiring District 1 to show more openly where it was spending its relief funds.<sup>213</sup> The union's allowing so large a number of its members to remain in good standing while they were idle month after month meant that in every convention there was a large block of delegates who had been receiving some relief from the union or were hoping to do so. They did not want their dependency publicized and used numerous political devices to prevent a full and complete reporting of relief.

The delegates with jobs in the mines argued for a change in accounting procedures. They were determined to uproot the corruption which some were sure honeycombed the administration of relief. They repeatedly expressed bitter feeling against various relief officials. On the other hand, the employed Progressives felt such deep indebtedness for the hardships of the strikers that they did not bring onto the floor of the conventions open criticism of the strikers' obstructivism. Had

<sup>212</sup> *United States v. Anderson et al.*

<sup>213</sup> The convention gave the members their only opportunity to make changes unless they were prepared to accuse an individual officer of malfeasance.

they done so they might have been able to force the persons administering the relief program to give the members a full accounting.

By 1938, the pressure for change in accounting had become irresistible. The members' distrust had been raised to fever heat by events connected with the conspiracy trials. The delegates to the constitutional convention in that year passed a resolution calling for a limited revision of the accounting system. Within twelve months following July, 1938, the PMWA cut the size of its "relief" expense from \$56,370 to \$3,763. (See Table II in the Appendix.) During this interval there had been almost no change in the number of ill miners and no additional access to sources of public assistance for the needy of Illinois.

The burden of the relief assessments caused strife within the PMWA over a question wholly removed from that of accounting. The establishment of public works programs in 1935 enabled numerous Progressive strikers to get work relief. On WPA, their earnings exceeded those of many members working in mines that paid less than the scale or operated irregularly.

Bitter debates centered on the question of whether an idle Progressive who went on the WPA rolls at a wage of \$44.20 a month should be dropped from the classification of unemployed members and required to pay dues. The breach was more or less closed with a compromise by which the member on WPA would be required to pay to the union \$1.00 a month, "out of which shall be paid the International and District per capita tax and 35¢ as death benefit."<sup>24</sup>

So much ill will resulted from the union's policies on relief that the question arises as to why the PMA tried to maintain a relief program. Undoubtedly the PMA was able to cause many more locals to strike for recognition because the members thought that the union would keep them from starving. Initially, few members, if any, foresaw that members of the Illinois Coal Operators Association would never reinstate a Progressive on his old job after the strike became effective. For many months the Progressives regarded the relief program as necessary insurance against the strikers' returning to the mines as "scabs."

By the time that the union became fully aware of the difficulties of maintaining an adequate long-term program of relief and the strikers realized how permanent the lockout of the union was, the relief allotments were relatively unimportant as a lure holding the strikers'

<sup>24</sup> PMWA, *Constitution*, 1938, Art. XXIV, Sec. 1, Note.

loyalty. There were virtually no job openings even for men whom prolonged unemployment had made indifferent to union rivalry. By the more efficient utilization of existing work crews, more extensive mechanization, or the hiring of unemployed United Mine Workers, the members of the Illinois Coal Operators Association had readjusted operations so that their work crews were quite adequate.

The working members, who financed the union's program of relief, apparently continued the allotments because of a sense of obligation to the strikers. The miner's horror of being without a job made him aware of how great a sacrifice the striker had made for the union. Always in the miners' public discussion of relief, there is the recurrent sentiment, "Suppose it were I."

There was no doubt among the officers that the rival UMWA would capitalize fully on the ill will which strikers could have felt for the Progressive union if it had stopped its relief program. The fact of being in competition with the UMWA influenced the entire policy on giving aid. The same generalization is valid if applied to the money which was derived from the relief levy but was spent for other purposes. Whatever the amount spent for legal aid, for organizing outlying fields, or in attempts to coerce operators to employ Progressives, the decision to take that step was made in recognition of the PMA's conflict with a powerful rival.

### Relief by Local Unions

The district's assistance to idle members was frequently supplemented by programs which individual locals set up for financing and allocating aid. This relief had political repercussions in the PMA because some of the more generous locals came to feel that they had bought the right to some control over the locals which they had helped. Such control was in several instances at the expense of the authority of the district officers.

The amount of aid which the locals gave was large. For example, the Progressives working in Saline County assessed themselves "as high as \$2.00 a month" to supplement the provisions which the district made available to the relief station.<sup>246</sup> Delegates to the PMA's convention in 1938 heard a delegate report as follows:

We took care of those fellows until the burden got too great. Then we asked these fellows to get out and go some place else and get a job to provide for their families and make the burden lighter for us. . . . The

<sup>246</sup> PMA, *Proceedings, Constitutional Convention, 1938*, p. 828.

only thing we asked was that they would not go back into the . . . [struck] mines and seal on us.<sup>216</sup>

This levy was made on men who were earning an average of less than \$800 in the shipping mines and less than \$425 in the local mines of Saline for the year of 1933.<sup>217</sup>

In Springfield and its vicinity the working miners contributed for use locally among needy Progressives as much as \$100,000. Occasionally in this region the locals checked off as much as 10 percent for assistance of one kind or another,<sup>218</sup> and the UMWA printed a statement that one of these Progressive locals regularly checked off fifty cents fortnightly per member for such amounts.<sup>219</sup> (Apparently the fifty-cent levy was not unique to Springfield.)

Some of this money was used for men who had been injured while picketing at Springfield mines of the Prabody Coal Company. One of these pickets was a young man who had to be hospitalized for five months and was released with a permanent partial disability. The locals in Springfield paid the bills for his care and assumed a long-term responsibility for giving him a monthly stipend of \$20 or more.<sup>220</sup> Another case was that of a union officer. He testified in Federal court that during a month's hospitalization and for six months thereafter he had received approximately \$136 monthly from a local trust fund "used to take care of our members."<sup>221</sup>

Springfield was unique in the importance of relief payments to strikers whose loyalty the union was struggling to retain. The lessee kept Mine B idle for twenty-seven months.<sup>222</sup> Throughout this interval the Progressives in that district felt that they must provide adequate strike relief to the men at Mine B lest the former work force disintegrate and United Mine Workers be substituted. The miners' worst fears materialized, despite the union's heavy outlay for relief to the strikers, and the UMWA won the second representation election which the National Labor Relations Board held at that mine.

The heavy burden of financing the local trust fund in Springfield strained the loyalty of many members. Some Progressives in the region

<sup>216</sup> *Ibid.*, p. 829.

<sup>217</sup> Figures for days of employment computed from Illinois Department of Mines and Minerals, *Coal Report*, 1933, p. 215.

<sup>218</sup> Bill of Exceptions, p. 130, *United States v. Anderson et al.*

<sup>219</sup> *The Coal Digger*, July 25, 1937, p. 1. See also *The PM*, August 27, 1937, p. 1.

<sup>220</sup> PMWA, *Proceedings*, Constitutional Convention, 1938, p. 491.

<sup>221</sup> Bill of Exceptions, p. 748, *United States v. Anderson et al.*

<sup>222</sup> See Chapter V.

felt that the faction in power locally was forcing them to contribute more than was necessary for relief purposes. The officers of the UMWA fostered this resentment. The United Mine Workers knew that the Progressives could hold the loyalty of many more men at Mine B if the PMA's relief program was generously supported. Because some men in both unions resented the PMA's levy and use of these large sums of money, the opinion was widespread that the fatal shooting of a prominent Progressive of Springfield in 1937 was a direct result of tensions arising from this relief program.

The solidarity of the Progressives in Springfield was shaken further when the Federal government attempted to prove that this trust fund had been used to purchase explosives and guns, as well as relief supplies or other forms of aid.<sup>223</sup> Such violence antagonized many persons in central Illinois against the PMA.

In Saline County and at Springfield the conditions which have been described were part of life in a region where members of both unions were being employed and many Progressives were on strike. In contrast, Local 1 at Gillespie sent all its relief to persons outside that county (Macomb), because the PMA had received recognition from every operator in that region. With the district's largest membership and relatively steady employment among its members, Local 1 was conspicuous in the size of its contributions. For example, the union's *First Financial Report* (April, 1933) showed that Local 1 had turned over to the district \$4,700 for strikers and relief and \$1,100 for the defense of a member accused of manslaughter in Franklin County. Toward the union's "Christmas treat" for strikers' families it gave \$3,000 in 1933<sup>224</sup> and almost equally generous amounts annually for the next four or five years.<sup>225</sup>

#### Aid to Martyrs

The needy strikers were not the only persons for whom the PMA felt responsible financially. So-called "martyrs" composed a second group. This group included, among others, any Progressive who had been killed in the course of the conflict between the two unions. The martyrs' families, of which there have been only about eight or ten at any one time since 1933, received relief all during the 1930's, the allotment being scaled roughly according to the size of the family. These payments were transferred to the union's Trust Fund in 1940 and then

<sup>223</sup> Bill of Exceptions, pp. 127 *et seq.*, and 734 *et seq.*, *United States v. Anderson et al.*

<sup>224</sup> *The PM*, December 21, 1933, p. 1.

<sup>225</sup> See, for example, *UMA, Financial Report*, July, 1937, p. 8.

to a special Martyrs' Dependents Fund, and throughout these later years the amount of the benefit has been the same as would have been payable under Workmen's Compensation in Illinois.

The PMA has never questioned its moral obligation to help support the martyrs' widows. In these cases the union was following the principle of assuming "liability without fault," for none of the men was on the union's payroll at the time of his death. Two were killed while picketing against the United Mine Workers and the others were shot in the course of quarrels attributed to the interunion conflict.

The Progressives generally felt that each of these men had given his life for the union's cause and were encouraged by the union to revere the men as heroes. These "martyrs" became a symbol of the sacrifices which all Progressives had made for their union. To sustain hatred for the opposition, *The Progressive Miner* commemorated each martyr's death on the anniversary of the event, and speakers at union rallies and meetings frequently reminded the rank and file of the "martyrdom" of their "brothers."

The union's martyrs included also persons serving prison sentences for illegal action growing out of the strike. During the five years 1933 to 1938 such aid was given to six men convicted of manslaughter and two judged guilty on other counts. The PMA spent several thousand dollars for legal aid when these cases were tried. It gave each of the men a monthly stipend of less than five dollars a month, paid from the union's relief funds. It spent additional sums for pushing the pleas for the men's pardons in 1940.

Like the aid given to other "martyrs," the help which the union gave to the six men convicted of manslaughter was an assumption of "liability without fault." One of these men had been involved in a personal quarrel at the time of the shooting, and among the five "DuQuoin Boys" only one was a member of the PMA. In the DuQuoin case, a school girl had been killed. Many persons held the union responsible for this shooting, and the crime did more than any other single act to crystallize sentiment against the PMA in southern Illinois. The case became a *cause célèbre* for the union.

In 1937, the PMA assumed an additional obligation for its thirty-six members who were being tried in Federal court on charges of conspiracy. It spent more than \$100,000 for the men's legal defense. When thirty-four of these members were convicted, it set up a special Trust Fund to meet this increase in its responsibility for "martyrs." The PMWA paid \$60 monthly to each man's wife and \$2 additional for each child. Of that amount each prisoner was to receive \$5 monthly from his

wife, inasmuch as the men served from sixteen to twenty-one months in prison, the Progressives' outlay for aid to these families exceeded \$40,000.

When the men were released from prison the union gave \$300 to each man (plus \$200 if he had children) and transferred the balance to a new account to be known as the Martyrs' Dependents Fund.<sup>294</sup> Some of the conspirators were permanently disgruntled because the balance in the Trust Fund had not been divided among them when they were released from prison.<sup>295</sup>

Others among the conspirators appreciated what the union had given them. This was the attitude which the rank and file had anticipated among all the conspirators. On being paroled, one of them placed the following in *The Progressive Miner*:

To the Progressive Miners of Illinois who so generously made it possible for my family to live without becoming objects of charity during my incarceration. . . . I do not know of a single instance where a group of men came to the rescue of the families of unfortunate . . . brothers as the Progressive Miners of Illinois did to myself and the others who were convicted along with me. I know that many of you needed the money that was checked from your small pay to give to my family.<sup>296</sup>

### Death Benefits

In addition to these responsibilities which the PMWA assumes for increasing the economic security of members who cannot find jobs, there are several other welfare services which it performs. One of these is the payment of a stated benefit to the family of each member in good standing in the union when he died. In other words, if he was "paid up" or had been exonerated from dues and assessments at the time of his death, the benefit is allowed. The amount of the benefit was set at only \$75 when the PMWA was organized but was doubled in 1934 and raised to \$200 in 1946.<sup>297</sup> The payments are not part of the death benefit of \$1,000 provided under the 1951 agreement for management-financed Welfare and Retirement funds.<sup>298</sup>

Small as the Progressives' death benefits have been, they nevertheless have been the most important single factor in holding the able members to the union. The desire for a "decent burial" makes the miner

<sup>294</sup> PMWA, *Constitution*, 1940, Art. XIV, Sec. 2.

<sup>295</sup> PMWA, *Proceedings*, Constitutional Convention, 1940, p. 1014.

<sup>296</sup> July 1, 1940, p. 4.

<sup>297</sup> PMWA, *Constitution*, (1934, 1946) Art. XXI.

<sup>298</sup> See *Amended Plan No. 5 for Administering the Welfare and Retirement Funds of the Progressive Mine Workers of America, District No. 1*, Abiquel January 17, 1951 (Springfield, n. d.), Sres. 1 and 2.



place great stress upon the death benefit from the union, even though the man recognizes that the benefit is too small to give any security to his dependents.

Although a more mature union administers its death fund as a matter of routine, performing this function created several problems within the PMWA. By 1938 the executive officers had borrowed \$28,000 from the Death Fund for the General Fund<sup>221</sup> and thereby aroused protest from the members. The rank and file were much more deeply concerned about their own burial than with financing an out-of-state campaign to guarantee the ultimate survival of the union or with employing high-priced legal aid for the union's defense.

A second problem which has arisen in connection with the Death Benefit Fund is the relatively heavy burden which the working members will soon have to bear if the fund is to remain solvent. The relative proportion of old to young members is conspicuously high in the PMWA. For example, in 1946, when the median age of bituminous coal miners was under 40, the average age of the Progressives was 58, and it has been rising slowly since that time. In the same year, persons sixty years of age or over constituted only 8.5 percent of all persons employed in American industries and 9.1 percent in bituminous coal.<sup>222</sup> Essentially all bituminous miners outside Illinois are United Mine Workers.

There are several reasons for this large number of elderly members. Several of them will be discussed in a later section of this chapter, but one is peculiarly relevant to the death benefit fund. In 1932-33, the PMA, struggling to win contracts with the large mechanized mines of southern Illinois, was successful only in Saline County. A study made by the Work Projects Administration described the situation in Franklin County in 1932-33 as follows:

Several thousand miners withdrew from the United Mine Workers, established a new union, the Progressive Miners of America, and struck against the agreement. The strike failed and the miners lost their jobs. It happened that at the time most of the struck mines were already mechanized, and their crews were heavily weighted with displaced hand loaders getting on in years and working on divided time. The dismissal of the strikers enabled the operators both to abolish the surplus jobs and to remove the older hand loaders from the mine rolls. It also enabled them to rebuild the mine crews according to such standards as they chose.<sup>223</sup>

<sup>221</sup> PMA, *Proceedings, Constitutional Convention, 1938*, pp. 594, 1366, 1429, and others.

<sup>222</sup> *Bituminous Coal Annual, 1946*, p. 75.

<sup>223</sup> U. S. Work Projects Administration, *Seven Stranded Coal Towns, Research Monograph 23*, by Malcolm J. Brown and John N. Webb (Washington: GPO, 1941) p. 30, n. 8.

Similar results were experienced elsewhere in southern Illinois and in Peabody's mines in Christian and Sangamon counties.

In effect, the older men were left on the relief rolls of the UMWA to remain enumerated until death benefits were paid to their survivors. District 12, UMWA, profited doubly from this discrimination in that it was rid of men who would soon have become coverage and it retained the funds which these miners had been building up in District 12, during many years, to assure death benefits to their families.

Although the working members of the UMWA have never had to pay more than 1 percent of payroll to finance the Death Benefit Fund, and intermittently the executive officers have suspended even this levy, there is an obvious probability that the levy will become increasingly heavy within the current decade.

### Welfare and Retirement Funds

In 1946 the UMWA and the members of the Coal Producers Association of Illinois reached agreement on a plan for Welfare and Retirement Funds. In general the terms of the contract follow the outline of that between the UMWA and the Illinois Coal Operators Association.<sup>224</sup>

The welfare provisions cover benefits in the event of a miner's death or dismemberment, disability assistance for miners who are physically not able to work but are too young to be retired, grants for dependents of deceased miners, medical care for miners and their dependents, and special assistance for certain classes of miners unable to meet the eligibility tests for other payments.

To be eligible for welfare benefits for himself or his dependents, a miner must have worked continuously during the previous two years, and that employment must have been with an operator participating in the plan. The special assistance may be made available to former employees of participating firms and to the dependents of those miners, under conditions set forth in the agreement.

A retirement pension of \$100 monthly is payable to a member-employee who is aged 62 or over, is retired, and has a work record of not only continuous employment for the last two years but also of a total of at least twenty years in the industry. Under certain conditions a miner who retired before 1946 can apply for a pension.

To finance these programs, each participating employer pays into the Funds a royalty equal to 30 cents for every ton mined. Co-trustees,

<sup>224</sup> *Amended Plan No. 3*. See also U. S. Bureau of Labor Statistics, *Sample Employee Benefit Clauses in Collective Bargaining Agreements*, Bulletin 964 (Washington: GPO, 1949), pp. 14-20.

representing the union and the employers, are responsible for the administration of the plans.

Although the plans of the two unions and their respective employers are similar in content, they may prove unlike in effect. The PMWA recognizes that the demands on its Funds will be heavier and the receipts relatively smaller. Concern for the ultimate solvency of the projects arises whenever these two facts are understood.

The Progressives' demands for benefits will be heavy in the near future because of the high age composition of the membership, a factor of which the union had already become aware in its administration of its Death Benefit Fund. The causes underlying this high average age are such as to make improbable any improvement in the ratio of young to old men in the PMWA.

One reason for the age composition of the PMWA is the union's failure to establish itself in any newly opened mines or in regions where large numbers of young men are being drawn into the industry. The need to be continually active in extending the union is of course greater because the industry is resource-depleting. An organizing campaign in outlying fields was stopped short under the unit rule which the NLRB laid down in the *Alston* case, in which the employers' association became the area appropriate for selection of the bargaining unit. Since that time the UMWA's union-shop clause has been extended to assure the United Mine Workers control wherever the industry is expanding.

A second reason for the age composition of the PMWA obviously is the union's own policy with respect to allowing idle members to remain on the rolls year after year as exonerated members. As has been said previously, loyalty to the strikers and the desire to make some amends to these men for their lifelong sacrifices to the anti-Lewis revolt made it impossible for the Progressives to take a businesslike view of their responsibility toward aged members. Many of these older men can be expected to apply for special assistance from the Fund.

Not only does the PMWA face heavier demands on its Welfare and Retirement Funds than does the UMWA, but the solvency of its Funds as contrasted with Lewis's is reduced somewhat by a different factor. That is the relative productivity of men employed in mines under contract with the PMWA or with its rival.<sup>25</sup> This contrast is not so

<sup>25</sup> The PMWA supplied a partial list of companies under contract to the union in 1916. See Illinois Department of Mines and Minerals, *Coal Report, 1946*, Report of State Inspectors, for figures as to the number of men employed and the methods of mining used at individual mines.

great if based on the relative percentage of Progressives and United Mine Workers working in pits which are mined by hand, and therefore have lower productivity than pits which are mined by machine. If the contrast is based, however, on the relative percentage employed in shaft mines rather than strip mines, the PMWA is found to have had only 8 percent employed in strip mines in 1946, when the Funds were set up; in that year over one-fifth of the coal produced in Illinois came from strip mines. Average output per man-hour during 1946 was .97 ton for the shaft mines of Illinois and 1.89 tons for strip mines. Inasmuch as the Funds are financed by a royalty per ton mined, this differential can prove important to the relative reserves of the Funds set up for the two unions.

### Summary

The Progressives have relied upon their union for several types of welfare service to counteract the effects of inadequate current earnings. Relief to unemployed members, aid to "martyrs" and their families, death benefits, and the negotiating of Welfare and Retirement Funds to be financed by the employers have been the most prominent of these services.

By far the most important of these, in terms of dollars levied and spent, has been direct relief. This has been paid to members striking for recognition of the PMA, and in many instances to members in a local at a mine which had closed permanently. The need among idle members was so acute during the union's early years that even great sacrifices by those who were working did little to alleviate this poverty. Many working members resented bitterly the way in which the district and locals administered relief, but few advocated the union's ignoring the result of the sacrifices which the strikers had made for the PMA.

Like the aid to strikers, assistance to the union's martyrs was a program which resulted directly from the PMWA's being a rival union. The deaths and lesser injuries which members incurred in the inter-union conflict, court trials, and perhaps imprisonment—all gave rise to needs which the union felt obligated to meet with money outlays.

The payment of death benefits, a usual function for many unions, assumed conspicuous importance as a factor holding the Progressives to their union because of the high average age of the members and the prevalence of permanent unemployment among them. The introduction of Welfare and Retirement Funds as part of the contract which each of the rival unions signed with the employers' associations in 1946

constituted no additional financial burden for the unions, but is exceedingly important as a bond between miner and union. The fact that the age composition of the Progressive membership is so much higher than that of the other union places relatively greater strain upon the solvency of the Funds which are set up for the smaller union.

## IX. DEMOCRACY WITHIN THE UNION

In the summer of 1932, the miners of Illinois held the officers of the United Mine Workers responsible for much of their economic insecurity. Disagreements between officers of the district and the international union had increased the men's feeling of helplessness. The disappearance of the ballots from the referendum vote on the wage cut gave them final encouragement to take things into their own hands. One reason why they established a new union was that they distrusted the officers of the old one. The absolute control which officers of the UMWA exercised over the rank and file had made reform from within impossible. Revolt seemed the only means of obtaining a union which would function in the way dictated by the majority of the rank and file.

The resentment smoldering against the officers of the UMWA has been a major factor in the survival of the PMWA as a separate union. Although they failed to make good their slogan of "Down with Lewis's wage cut" in 1932, the Progressives have never ceased proclaiming that President Lewis is a dictator.

Looking back over almost a decade of the life of the PMWA the president of the union in 1940 said:

We believe in rank and file rule. We believe absolutely that the power of the organization must rest in the hands of the rank and file. We cannot conceive of an organization of workers anywhere on the globe giving the best in them to those men who comprise that organization when one sits on top and dictates the policies of that organization.

It is those things we oppose. It is for that reason and that reason alone that the Progressive Miners of America was born.<sup>24</sup>

The desire for a democratically controlled union found extensive expression in the constitution which District I of the new union adopted in 1932 and amended biennially thereafter. Many of the men who attended that first constitutional convention of the Progressives had taken an active part in previous attempts to revise the constitution of the UMWA. From their previous experience they brought well-formed ideas of the changes which they thought necessary for a democratically controlled union. Here they were to have the opportunity to try out their theories in a new organization.

The proposed revisions concerned several points. Eligibility for office, election rather than appointment, and protection for the sanctity of the ballot—these three groups of amendments were sought by men who felt that in the UMWA they had not always been able to select as officers the men they wanted. Other suggested changes centered

<sup>24</sup> PMWA, *Proceedings, Constitutional Convention, 1940*, p. 48. Remarks of President William Reek.

around the problem of a member's being able to express his opinions effectively about issues within the union. These amendments included such topics as the establishment of trial boards at the local and district level, and the use of democratic procedures in the union's conventions.

### Eligibility for Office

The Progressives broke sharply with trade union traditions when they explicitly limited their officials' period in office. No officer could succeed himself, and none was to "serve more than two consecutive terms in any branch or branches of the organization" until he had returned to the mines for at least two years.<sup>101</sup>

During the previous year the miners of Illinois had tried on two occasions to introduce these provisions into the laws of the UMWA. The Rank and File Miners of District 12, United Mine Workers of America, had included them in their constitution, and miners had sent such a resolution to the convention of the international union.

The Progressives hoped that these provisions in their constitution would assure the union a succession of officers who would be sensitive to the will of the rank and file. Their confidence rested on several assumptions. First, if a former officer decided to run for election later, he would have to obtain support wholly from the membership, for he would have had no chance to build up a political machine on which to rely.

Second, knowing that he must go back to his place in the mines would help the officer to remain a miner in his way of thinking, rather than to conceive of his role as different from that of the men by whom he had been elected. Furthermore, if he wanted later on to run for office he would more ably represent the miners if he knew what they were feeling and saying; and where could he learn this so well as on the mantrip, at the face, on the gob pile, beside a Joy loader, or in the wash house? The development of a professionalized class of officers was to be made impossible in the PMWA.

To exercise a further curb on the officer's conception of himself as set apart from the membership, the men framing the constitution limited the salary of each of the three top officers to an amount no greater than the earnings of the rank and file. The officers were to receive no salary if the majority of the members were idle because of

<sup>101</sup> Unless another source is indicated, statements about the constitutions refer to the international UMWA and District 1 of the PMWA. The constitution of the international union of the PMWA is merely a version of the district's constitution. It was set up by two of the officers and was never presented to a constitutional convention for approval.

strike, lockout, or suspension. In 1932 the salary of each executive officer was set at \$1,700, and this figure has followed the upward spiral of the miner's earnings to \$3,742.40 in 1946 and \$5,591.04 in 1949. Since 1942, the president of the UMWA has been receiving \$25,000 a year, and his vice president and secretary-treasurer \$18,000 each.<sup>218</sup> These amounts are due to be paid irrespective of whether the members are on strike.

The ways in which these limitations on eligibility have affected the union have not been so simple and direct as the delegates to the constitutional conventions expected. An interval of four years in office—a term lasts two years—seems to change a miner's point of view to such an extent that he does not want to resume his old job. Carrying a brief case instead of a lunch box is symbolic of fundamental changes in his whole outlook on life.

Instead of putting the ex-officer back in the mine, the constitutional limit on term of service has apparently had a very different effect. Those outgoing officers who have had the most experience have left the industry and therefore the union. Among the former presidents two went to work for the AFI, two became employees of the government, two retired, and one has returned to office. None was employed as a miner in 1951.

The rank and file continue to believe in the wisdom of these limitations which the constitution places on a man's time in office. In contrast, the executive officers have urged the successive conventions to remove these provisions from the union's laws. Among the criticisms which the officers have made is the rather frequently repeated argument that the union is perpetually saddled with amateurs in key positions. Learning from experience how complex are the problems which the top officers of the PMWA have to handle, successive leaders have become convinced that a novice cannot cope adequately with these difficult tasks.

Various leaders of the union have argued for less strict rules concerning eligibility for office, because they fear that the PMWA cannot find among its members potential officers in sufficient numbers to continue putting a different man into the presidency every two years. The probability that a union has among the rank and file men who can become really effective leaders is of course less in a small organization than in a large one, and the number of employed Progressives has shrunk gradually to less than 10,000 from a figure roughly twice that size in 1934.

There are at least two other reasons why the PMWA may face a

<sup>218</sup> *UMWA*, October 15, 1942, p. 9.



serious shortage of potential officers. One is the fact that in the coal industry of Illinois technological changes tend to decrease the work force at each mine. Because the union restricts entry to the trade so long as older members are unemployed, the Progressives are adding almost no young members who might supply new leadership.

The third obstacle which confronts the Progressives is common to all trade unions in their search for able leaders. This is the tendency of every employer to "promote" into management, and therefore out of the ranks of labor, the man whose talents and capacities are those of a leader. The man's subsequent contributions to the industry are on behalf of the employer, and the group from which he has come must get along as best it can without his help. For example, in the coal industry he frequently becomes a pit boss, a mine manager, and eventually a general superintendent, instead of becoming, say, a grievance committeeman, a local union president, and finally a district officer.

Delegates to the first constitutional convention had specifically exempted strikers and unemployed members when making the requirement that a man must have been working in a mine or for the union during the two years preceding his nomination to an office. In allowing these exceptions to be made, the Progressives did not realize that they were opening the way for electing men who had not worked in the mines for many years. Few of the members who had voted for the man installed as vice president in 1946 were concerned about the fact that he had not worked as a miner since going out on strike as a Progressive fourteen years earlier. He had been unemployed during most of that time. Although this vice president had been prominent in the union's affairs since 1932, he was not feared as a professional officeholder because he had not been continuously on the payroll of District 1.

### Control of Appointments

Great as was the Progressives' determination to have officers who were true representatives of the rank and file, probably equally strong was their will to be forever rid of the system of patronage which was so extensive in the UMWA. Although Lewis's appointments were subject to approval by the international executive board and did not include its members except under certain circumstances,<sup>270</sup> the miners felt that these safeguards had been inadequate checks upon the president's exercise of authority.

<sup>270</sup> UMWA, *Constitution*, 1933, Art. II, Sec. 13. This 1933 revision of the constitution is used as the basis of subsequent discussion of the laws of the UMWA.

The constitution of the UMWA allowed the president to appoint regular employees of the international, such as office workers and statisticians. If he saw the need, he could appoint an officer to visit any branch of the UMWA. He could send out his appointee as organizer, field worker, or traveling auditor. His right to employ a financial agent to handle the international's strike funds tightened his control over railroading.

It was he who named the members of all committees for each international constitutional convention. This prerogative enabled him to exercise a large measure of indirect control over the recommendations which each committee submitted to the delegates. That Lewis appreciated the usefulness of this device as an aid to centralizing power is suggested by the fact of his having appointed the same man from Illinois to serve on two of the seven committees in which he appointed a man from that state in 1934.<sup>240</sup> This delegate was already serving as Lewis's appointee to the provisional presidency of District 12.

A power of appointment which was prominent in the thinking of every miner in Illinois was the international president's right to appoint "provisional" officers for a district or a local, if he had taken the preliminary step of revoking the charter of the unit in question. The men all knew that only Fishwick's injunction had prevented President Lewis from revoking the charter of District 12 in 1930 and placing his appointees in office — action which he took in 1933. One of Lewis's most successful weapons against local officers' trying to lead their members to revolt against the UMWA was his revoking of the local's charter and the installing of loyal men as officers.

In the event that a vacancy occurred in any international office between elections, the president of the UMWA had the right to fill it. This power was made even more significant by the fact that the president could remove or suspend "any International Officer or appointed employee for insubordination or just and sufficient cause."<sup>241</sup>

Determined to be rid of the conditions which they had felt were undemocratic in the old union, the Progressives made many changes in the laws governing the president's powers of appointment. The PMWA has never made District 1 subordinate to the international union, for the latter has functioned only to coordinate the work in outlying fields. Therefore the UMWA's three levels of control — international, state, and local — have been reduced to merely district and local among the Progressives. Limitations on the district's officers express the distaste

<sup>240</sup> UMWA, *Proceedings*, 1934, pp. 22 f.

<sup>241</sup> UMWA, *Constitution*, 1934, Art. III, Sec. 3.

which members of the new union felt for the functioning of the international union, UMWA.

The president of District I is allowed to install only two classes of employees: office workers and organizers. Furthermore, such appointees shall have neither voice nor vote in any convention, and an organizer's term of service is not to exceed four years.

Since 1934, the Progressives have prevented their president from appointing committees for conventions. The delegates select each of these groups by caucus, either in the individual board member districts (previous to the convening of the general sessions) or during the convention.

The Progressives give their president no prerogatives for the revoking of charters or dismissing of personnel. The latter responsibility rests with local or district trial boards, as discussed later.

The Progressives copied directly the UMWA's practice of allowing the president to fill by appointment any vacancy in a district office, and of making the appointment subject to approval of his executive board. The executive board, being far more autonomous in the PMWA than it has been under President Lewis, apparently has served as an effective check in such cases. Over the years, the relative power of the Progressive president and of his executive board has varied somewhat, according to the forcefulness of the individuals in office, but the president's ultimate responsibility to his board has never been questioned seriously in the PMWA. In any event, such an appointment must be followed by an election within six months.

The members' distaste for appointive power has been frequently apparent in their attacks upon the executive board's right to appoint the editor of *The Progressive Miner* and the union's legal staff. Although the board has retained this power since 1932, the arguments of a highly vocal minority in the union have served as an effective check on the arbitrariness of such control.

Marked differences of opinion having arisen between the officers and the editor during the union's first year, the constitutional convention of 1934 received a resolution that the board be given "full power to decide all questions concerning publication, business management, and policies" of the official journal.<sup>100</sup> The article was passed only after lengthy and bitter debate. In the conventions of 1936 and 1940 the delegates again spent hours debating resolutions bearing upon the autonomy of the editor.<sup>101</sup> On all these occasions, the discussion showed clearly

<sup>100</sup> PMA, *Constitution*, 1934, Art. XXII, Sec. 15.

<sup>101</sup> *The PM*, September 18, 1936, p. 1, and September 3, 1940, p. 1.

the delegates' fear that censorship is a potential threat if the executive board solely is responsible for the paper.

Because the union's legal staff has had such a prominent role and has added greatly to the administrative expense of the organization, many members have insisted that the lawyers should be elected rather than appointed. Prolonged debate on the subject occurred in most of the conventions held during the thirties<sup>241</sup> and always revealed the same determination to have the union controlled by the miners rather than by the officers whom they had elected.

### The Ballot

The constitution of the UMWA contrasts with that of the United Mine Workers not only in those clauses which govern eligibility to become an officer and the range of positions to be filled by appointment, but also in those provisions which cover at least three major processes: balloting, trial of members, and the convention.<sup>242</sup>

The immediate cause for the miners' revolt from the UMWA in 1932 was their suspicion that President Lewis and the Officers of District 12 had arranged for the "theft" of the tally sheets reporting the locals' count of ballots. The Progressives therefore set up elaborate safeguards to protect the union against fraud at any stage in the process of voting or reporting the results of a ballot.

The vigor with which the miners had urged President Walker of District 12 to allow watchers at the counting of the referendum of August, 1932, was reflected in the Progressives' constitution in several clauses. Any candidate could have his own watchers stationed at a local during voting or counting, or at the district's headquarters while a vote was being counted. A local union could place watchers at district headquarters during the tabulation of a referendum.

The new constitution requires that the president of a local be consulted and given an opportunity to make any possible corrections before that local's vote is thrown out because of irregularity in tabulating or filing. The men had sometimes felt in the past that the UMWA manipulated the true count by discarding a union's votes on technical grounds which the local should have been allowed to remove.

<sup>241</sup> See *The PM*, September 26, 1934, p. 1; September 27, 1935, p. 2; September 3, 1940, p. 1.

<sup>242</sup> The constitution of the PMWA (Art. N, Sec. 1) follows that of the UMWA (Art. XI, Sec. 1) in calling an elective ballot a referendum. In this latter the latter term is used as defined in the *American College Dictionary* (New York: Random House, 1947): "the principle or procedure of referring . . . measures already passed on by the legislative body to the vote of the electorate for approval or rejection."

As a further means of assuring the members that their votes would be reported honestly in district elections, the PMWA requires that each local receive an extra tally sheet and return sheet. The recording secretary must fill these out and post them conspicuously at the meeting hall or pit head. By comparing these figures with the detailed tabulation which *The Progressive Miner* is required to print, each local is able to verify the published count of its vote.

The miners had felt during the twenties that the checking of fraud in connection with a local's balloting was left too much to the discretion of the international. The UMWA's constitution provided that in an occasion arose for contesting the vote in any local, the international would recognize such a protest only if it came from "some responsible and reputable member of the Local Union involved."<sup>16</sup> In line with its basic principle of more democratic control, the PMWA extends to all members and to all local unions the right to contest the vote reported from any mine.

### The Trial Board

A second democratic process which the Progressives wished to regulate was trial and sentence of a member. They introduced into their union at the level of both the local and district organizations a new institution to be known as the trial board.

When an officer or other member of a local union is "accused of violating any of the organization's laws or of [committing] any transgression against the organization or any of its officers," the miners assembled in local meeting constitute a court of initial review. From the local's decision either the accused or the accuser can carry an appeal to the local trial board. Although the five men composing the board are elected on the local's regular slate, the board's conviction of a person becomes a binding decision only after being approved by a majority of the local union's members voting in a referendum.<sup>17</sup> The rank and file therefore bear a double check upon the acceptability of the trial board's action: first in their right to elect its members and second in the opportunity to veto its decision.

The succession of tribunals to which appeals can go from the local trial board includes the board member having that local under his jurisdiction, the district executive board, and ultimately the biennial constitutional convention of the district. A member can appeal to the convention only if he has been suspended for more than thirteen months or has been expelled.

<sup>16</sup> PMWA, *Constitution*, 1921, Art. XI, Sec. 22.

<sup>17</sup> These provisions are found in PMWA, *Constitution*, 1931, Art. XX, Sec. 2, Subsection 1; Sec. 3, Subsection 1; Art. XXII, Sec. 5.

At the level of the district organization the Progressives set up a trial board to try and, if necessary, to penalize officers of the district. Although the constitution fails to define the grounds on which an officer can be removed or suspended, the charges presumably are to be the same as in a case brought against any other member of the union. The Progressives in each board member district nominate and elect one representative on the district trial board. In contrast to this process, the United Mine Workers' constitution makes no provision for a trial board but instead allows the International Executive Board or the president to appoint a committee from the executive board to handle such cases. This committee takes evidence in the locality in which the case has arisen and submits to the board preliminary findings of fact. The board then reaches the final decision.

The way in which the trial board of the PMWA functions in a case involving a district officer is illustrated by a trial which resulted in the expulsion of the union's president and one of its most prominent members, who was at that time on the executive board. Early in December of 1939, President Dave Reed and Board Member Jack Battuello were accused of violating two sections of the constitution of the PMWA.<sup>218</sup> It was said that the two men had been guilty of leading a drive for unity with the UMWA. There can be little question of the extent of the members' resentment against the action of which Reed and Battuello were suspected, for thirty-three local unions, having a combined membership of over 8,000, filed these charges with the district trial board. Eleven of these locals sent delegations to testify at the hearings which the trial board held for the last fortnight of the year.<sup>219</sup>

After a recess early in January, 1940, during which the voluminous evidence was transcribed, the board reconvened; three days later, by a five-to-one vote, it removed the two men from office and suspended them from the union for thirteen months. It is said that the length of the suspension was set deliberately so as to prevent either man from appealing to the 1940 convention or running for election in 1941. If this is true, it reveals the fear of the trial board that the members' support of the 1940 decision might vanish if Battuello and his followers were given more time to sway the rank and file.

As allowed by the constitution, Reed and Battuello appealed from this decision and requested the trial board to conduct a referendum among the members to ascertain their will in this matter. The trial board's mimeographed summary of the facts in the case and a statement of the decision were sent to each local.

<sup>218</sup> PMWA, *Joint Report*, 1940, p. 9.

<sup>219</sup> *The PM*, February 15, 1940, p. 1.

The board set March 5 for the referendum, and every local was required to post a notice announcing the date and purpose of the union meeting at which the board's report was to be read, discussed, and voted upon. After voting, each local reported back to the secretary of the trial board. When totaled, the count showed that of the 10,036 members who voted, three-fifths wanted to sustain the trial board.<sup>20</sup>

In commenting on the case several months later, the executive officers—a group no longer including Keel and Battinelli—pointed out that although the monetary cost of the trial had exceeded \$3,000, the handling of the case revealed “that this organization is conducted for the people and by the people.”

### The Convention

Not only the ballot and the trial board but also the convention represented a democratic institution for the Progressives. Although the convention held by District 12 and by the international union had often been derided as merely a rubber stamp for the group in power, the members of the new union regarded this quality as a defect in administration rather than as a fault inherent in the convention itself. The Progressives introduced four departures from the U.M.W.A.'s rules for a convention, but these they hoped would put an end to the most obviously undemocratic practices. Electing members of committees, in contrast to the former practice of having them appointed, was a change frankly aimed at democratizing the convention. For the same reason, the men who were to preside as chairman and secretary of the convention were not to be automatically the persons holding the corresponding offices in the district, but were to be elected by the delegates.

The men who formulated the new constitution in 1932 felt that they were freeing the delegates from dependence on the district organization when they wrote in the requirement that each local should pay the expenses and transportation of its own delegates. The Progressives believed that the danger of having a convention packed was far less if each local paid for its own members. They overlooked the fact that the rule gave to the larger, more prosperous locals a disproportionate share of the votes cast in convention. They did provide after 1934 that the district should pay for the expenses of representatives from locals at struck mines or at mines which had been idle for ninety days or more prior to the convention.

<sup>20</sup> *Ibid.*, March 15, 1910, p. 1. Had only a minority of the membership voted in favor of the decision, the officers would have been “reinstated and compensated for all time lost.” (U.M.W.A. *Constitution*, 1936, Art. XI, Sec. 2, Par. 5.)

In comparing the degree of democracy in the conventions of the PMWA and the UMWA, one finds that the greatest contrast is not in the constitutional requirements. It is in the actual day-to-day freedom of discussion. The whole setup of the United Mine Workers' sessions is such as to assure the routine handling of the business of the convention. The Progressives insisted that whenever Lewis appointed a man to a committee the choice was guided largely by the man's dependability as an able defender of the president's point of view.

The technique which Lewis uses in handling debate is illustrated by a report which the *United Mine Workers Journal* printed of a lengthy speech which he made to the delegates at the constitutional convention of 1942.<sup>251</sup> An afternoon's session had been taken up with debate on the question of restoring self-government in various districts.

He said that the autonomy question boiled down to this question: Do you want a well-officered union with good administration of its affairs, or do you want some inexperienced, even though well-intentioned, officers who are incapable of running a business institution such as is a District office.

He declared that the officials of the United Mine Workers of America must be efficient in order to compete in collective bargaining and in public tribunals with the most skillful men private industry can secure.

He called District officials members of his "economic cabinet" and reminded the convention that the cabinet of the President of the United States, charged with the same sort of duties that fall on District officials, has always been appointed. "I have never heard," he said, "that anybody ever asked that the members of the President's cabinet be elected instead of appointed."

He closed his talk by reiterating that District officials, who must account for the money of the miners, need to be the best and most capable men for their positions and asked the miners, instead of insisting upon autonomy in the hands of inefficient executives, to be reasonable on the matter and "Give me a lift."

Although the delegates to the conventions of the two unions are from the same walk of life and have had the same interests and experiences, they approach their task as representatives very differently. With confidence that the little man's vote counts for as much as the official's, the Progressive delegate seems to feel personal responsibility for the way the union is going to operate, for the official stand which it takes on economic and social issues, and for the wage demands which it formulates.<sup>252</sup> The business of the convention is handled at a slow pace because he is unwilling to accept the report of any committee until he has discussed all aspects of the issue.

<sup>251</sup> October 15, 1942, p. 7.

<sup>252</sup> The latter are exclusively the concern of the biennial scale convention.



Several examples merit comment. In 1936 the delegates debated at such length a resolution to have the district refund to each local what it had spent for one delegate to the convention that the typed transcript covers sixty-two pages.<sup>252</sup> Delegates from locals that were on strike were afraid that the expense money which they had been receiving from the district would be withdrawn; other delegates feared a parking of the conventions.

In many instances, as in this case, discussions were apt to be prolonged if they dealt with a question of concern to the strikers. Without prestige in his home community, forced down a plane of living even lower than that to which irregular operation of the mines might previously have brought him, and having experienced all the personal humiliation that plagues the long-unemployed, the delegate from a striking local found himself at last on a par with working miners. For this brief interval of the convention he could say what was on his mind and know that he would be listened to. For him the value of democratic procedure ran hardly be overestimated.

Frequently apparent in the conventions was the delegates' unwillingness to accept a committee's decision, even though the members of the committee had been elected. In 1936, approximately half a day of the constitutional convention was spent in debating whether to accept the report of the committee on credentials. Two years later, a recommendation from the committee on constitution called for increasing the union's levy on its members to 4 percent. The verbatim record of the debate covers eighty-five pages of typescript.<sup>253</sup> Not only did each delegate naturally desire to keep his own expenses as low as possible, but he recalled with bitterness the burden of special assessments which he had paid as a United Mine Worker.

At the same convention, the committee on appeals and grievances reported its decision on a case which had come to it on appeal from the executive board's ruling. The question was essentially one of seniority rights for a former chuckweighman. The question of job security was so crucial in the life of every delegate that the discussion of the case lasted throughout more than a full day's sessions and the verbatim typescript runs for 162 pages. When another case involving the same issue was reported on two years later, the delegates debated the pros and cons of the committee's report during almost a day.<sup>254</sup>

<sup>252</sup> PMA, *Proceedings, Constitutional Convention, 1936*, pp. 818 *et seq.* A page measures 8½ x 11 inches.

<sup>253</sup> *Ibid.*, 1938, pp. 218 *et passim*.

<sup>254</sup> *Ibid.*, 1940, pp. 1047 *et seq.*

Such protracted debates are costly in terms not only of man-hours but also of actual cash, for it is estimated that the expenses and *per diem* of the delegates at the convention exceed \$1,000 each day. Most delegates seem confident that the costs are more than justified, because every man who wants to discuss an issue is at liberty to do so.

### Summary

The Progressive Miners of America was founded by miners who wanted a more democratically controlled union than they had had as members of the UMWA. They blamed President Lewis and the district officers of the UMWA for the decline in their earnings during the late twenties and early thirties. They believed that their officials would have served them more effectively if there had been greater democracy within the union.

The PMA copied from the UMWA the general outline of its constitution but made numerous amendments which were inserted to give the rank and file a stronger voice in the control of their new union. It imposed rigid requirements on the candidate for office and removed from appointment most positions in the union. It prescribed in detail measures which were to protect the sanctity of the ballot and it provided extensive rights of hearing and appeal for the member accused of offenses against the union.

## X. IMPLICATIONS OF THE CASE STUDY

The experience of the Progressive Mine Workers of America as a small union trying to compete with the United Mine Workers of America throws light upon the four questions which were raised in the introduction to this bulletin.

1. What conditions may be adequate cause for a revolt in a well-established union and may constitute the bases of lasting cleavage among its members?

2. What techniques do the rival unions use in their struggle to control the largest possible segment of the labor market in the industry involved?

3. In what ways is the miners' rivalry affected by the intervention of such agencies as the government and the American Federation of Labor?

4. How are the roles of the two unions affected by the rivalry?

Answers based upon the findings of a single case study are applicable to other instances of rival unionism only to the extent that a similar environment exists for all unions. Although such identity is wholly improbable, elements of similarity are apt to exist throughout the labor market. Therefore some analogies can be drawn between the PMWA-UMWA rivalry and that involving other unions, despite the absence of complete parallelism. If this bulletin extends the reader's insight into the interrelationships which tend to generate rival unionism and to result from it, the study's purpose will have been accomplished.

### Revolt and Cleavage

The causes for the miners' revolt from the UMWA in Illinois were both political and economic. These two roots are so closely intertwined as to be inseparable. The rank and file believed that the union's major function was economic: to provide the miners with high wages and with help in the advantageous settlement of grievances. Most of the members in District 12 (Illinois) had been willing to rely on their officers to achieve these goals, but with the passing of the nineteenth Twenties they became increasingly critical of the amount of power which the officers were holding.

Rivalry between the officers of the international union and of District 12 shook the United Mine Workers' faith in their leaders' motives. The miners were divided in their loyalty to the two factions. Throughout the international union President Lewis had many political enemies, and the more aggressive of these men were quick to capitalize on the schism in Illinois. Although defeated in their attempt to crowd

Lewis and his supporters out of the international entirely, they succeeded in excluding him from Illinois during the last three years before the PMA was formed.

The court order which prevented President Lewis from taking any active part in the affairs of District 12 interfered somewhat with the lines of communication which he normally maintained with subdistrict and local officers. At other times these channels were of invaluable aid to him when rebellion threatened.

The political breach between the district and international officers undoubtedly was widened after 1927 by economic factors. When the coal operators' demands for a wage cut proved irresistible in 1928 and again in 1932, neither faction within the union wanted to risk being blamed for lowering the members' rates of pay. The officers of the international therefore tried to make the district officers appear responsible for the wage cuts, and the district officers tried to place the blame on President Lewis.

The fact that the revolt ultimately was led, not by persons who had been officers in District 12 or prominent figures in the international, but by men of the rank and file can be explained only on the basis of the political situation within the UMWA at the time. If a miner was critical of the group in power in District 12 or in the international, he found himself almost powerless to exert any pressure for change of administration or for modification of the officers' policies. Unable to effect changes from within the UMWA, many miners were receptive to arguments for secession.

During the late twenties the miners' cumulative loss of faith in their officers made the rank and file increasingly critical of the way in which the union was performing its economic functions. Although economic conditions at the time prevented the UMWA officials from protecting the miners' rates of pay, many members held their representatives responsible for negotiating the unfavorable terms of the contract of 1932.

When tally sheets for a referendum on a revised proposal for a wage cut disappeared, many miners felt that the political and economic failure of their officers was undeniable. They felt that they had lost their last defense against their officers' exercising absolute control over basic economic policy. They struck rather than work under the terms of a contract which they felt had been forced upon them.

Once more the intermingling of political and economic factors in secession was apparent. In several instances the UMWA forestalled the taking of a strike vote by the political device of revoking a local union's

charter and installing provisional officers who were loyal to Lewis and to District 12.

The UMWA and the operators were adamant in maintaining the new contract. The rebellious faction founded a rival union as their only hope of protecting their earnings and their right to a democratically controlled organization.

The combination of political and economic factors seems to have been necessary in order to produce the PMA as a rival union. Previous to 1932 serious political upheavals in the UMWA had not smoldered the union permanently. Nor had various economic crises been an adequate single cause. The wage cut of 1928 had not split any of the districts of the UMWA, and the wage reductions of 1932 did not bring a lasting cleavage in areas outside District 12. Further evidence that economic causes may be insufficient unless accompanied by political failure is apparent in the fact that the schism in District 12 did not spread in 1932 to those subdistricts where the United Mine Workers of America had officers who took prompt and vigorous measures to prevent revolt. When the 'Progressives' officers found themselves unable to negotiate a basic wage scale any higher than that against which the revolt from the UMWA had been staged, they signed a contract very like Lewis's, but their doing so did not destroy the infant union.

From the experience of the UMWA during the twenties and early thirties several generalizations are applicable to rival unionism. First, when officers of a labor organization lose face politically among their members, they create a situation in which their regime is under exceptional pressure to see that the union performs its economic functions successfully. On the other hand, if political tension arises at a time of full or expanding employment, it is far less apt to result in revolt by the rank and file than if it occurs in a period of apparent failure by the union to protect its members' economic security.

Second, introducing a wage cut jeopardizes the solidarity of a union. If the officers do not have the confidence of the members, the reduction may create within the organization such serious tensions that the officers cannot hold the union together. If members withdraw in sufficient numbers at such a time they are apt to form a rival union. The level of morale and the quality of discipline prevailing in the union are important factors in determining the success with which an organization can introduce lower wages.

The probability that a wage cut will rouse revolt is affected also by the economic perspective of the rank and file at the time that the reduction is introduced. If the union officers can persuade the mem-

bership that a lower rate of pay will increase the amount of available employment and therefore raise annual income, they are far less apt to meet resistance to the change.

Third, attempts to create a rival union will prove abortive unless employers are willing to recognize the new organization for purposes of collective bargaining. Disharmony among the coal operators of Illinois was a prerequisite in the functioning of the PMA. Although legislation passed after 1932 has altered the basis for an employer's choosing the union with which he will negotiate labor contracts, no rival union can exist without that recognition.

### Techniques of the Rivals

The competition between the Progressives and the UMWA was focused on controlling the largest possible segment of the labor market in the coal fields of Illinois and, later, in outlying fields. The techniques which the two unions used in this struggle were not identical but were directed toward influencing the same groups: the miners, the employers, and the public.

In its campaign to persuade local unions to shift their affiliation from the UMWA to the PMA, the new union relied heavily upon emotional appeals to the miners. It tried in many ways to build a feeling of group solidarity among the Progressives and among all the dependents of the members. For example, the large rallies, the Auxiliary meetings, the picket lines, and the entire relief program all heightened the Progressives' sense of belonging to a closely knit group.

This program of making the members and their families feel distinct from the United Mine Workers and superior to them was especially important in those communities where the new union failed to win recognition from the operator and was therefore faced with a prolonged strike. It was in these villages that the temptation to return to the old union was most serious. The program was important also as a technique for binding the working members to the strikers and unemployed members.

In its organizing, the PMA emphasized the value of participating in the democratic control of the union. The PMA's organizers proclaimed that the new union practiced democracy and that the UMWA was run as a dictatorship.

In its defense against the campaign of the PMA, the United Mine Workers of America had far less need to stimulate the miners' feeling of group solidarity, for this bond had long existed within the locals of the UMWA. When cracks in the solidarity of a local occurred, the

older union relied instead on the use of strong disciplinary measures to bring recalcitrants back into line. The district could expel disloyal members and could replace unreliable officers with appointees to take over control of the local in question. Lewis's provisional officers, in charge of District 12 since the winter of 1933, have been chosen on the basis not only of their administrative ability but also of their dependability as agents of the international union.

The UMWA countered the Progressives' anti-Lewis propaganda with accusations that the new union was Communist-dominated. Apparently, the United Mine Workers' statements made the PMA's officers afraid to retain in the union the persons who had been most often so named. It is difficult to assess the extent to which these charges were believed by the miners who were debating which union was better, but the United Mine Workers' propaganda did carry some weight among the large-scale operators in District 12. Many employers who remained members of the Illinois Coal Operators Association did so because they suspected that radicals were shaping the policy of the PMA.

Both unions found that the success of their propaganda was affected by the widespread unemployment which engulfed the mining fields during the thirties. Opinions expressed in the newspaper of each union and in speeches at public meetings had a far larger and more interested audience than would have been probable if families could have afforded to buy amusement.

The appeal of the democratic ideal was at first strengthened by the miner's feeling that he would have been better off economically if he had been allowed more voice in the shaping of the UMWA's contract. When the Progressives' strike dragged on, however, the appeal of democracy was weakened by the miner's knowledge that for him to encourage his local to strike against the UMWA-ICOA might mean not only the loss of his old job in the mine but after that a hopeless search for any other job.

The widespread unemployment affected also the impact of the UMWA's charges that some leaders of the PMA were left-wingers. Such statements meant little to the striking Progressive, whose most vital contact with his union was a relief allotment to help prevent the starvation which he and his family were facing. Conversely, the depression made it easy for an employer to choose between men whom he regarded as radicals and other miners, inasmuch as the ranks of the unemployed included more than enough United Mine Workers to replace Progressives.

The use of the strike was a technique of major importance in the campaign which the PMA staged to extend its control in Illinois. Aimed primarily at influencing the operator, it very quickly brought the PMA to the peak of its numerical strength. After December, 1932, it ceased to be effective among members of the Illinois Coal Operators Association, who had gained a premature renewal of the "emergency" contract between the ICOA and the United Mine Workers.

For several reasons, the strike ultimately involved the PMA in very heavy expense. Although the strike at a mine was lost as soon as an operator was able to resume production without employing any strikers, the PMA followed the policy of not acknowledging defeat. The union thereby assumed a long-term responsibility for strike relief to men whom members of the rival union had permanently replaced in the mines.

This policy of prolonging its jurisdictional strike was very costly in nonfinancial terms also. Holding its members out of the mines on strike created a situation in which the PMA could not hope to win a representation election at struck mines after the passage of the NIRA in 1933.

The UMWA's most effective weapon against the strike was the maintenance of good relations with the members of the Illinois Coal Operators Association. The union continued its long-standing policy of fulfilling its contract. As part of this function, it made numerous efforts to recruit unemployed members to fill work places left vacant by striking miners, who had left the UMWA for the PMA. Although the Progressives looked upon these United Mine Workers as strikebreakers, the UMWA in time persuaded many striking Progressives to return to the UMWA and resume work in the mines.

Undoubtedly, the United Mine Workers of America benefited extensively from the fact that the officers of both the district and international organizations had had long experience in dealing with employers. The officers of the PMA, in contrast, had previously filled no roles of major importance in the union-management relationship and frequently found themselves out-manuevered. Lewis's premature renewal of his union's contract with the ICOA in December, 1932, was a prominent example of his skill as a strategist, for it effectively stopped the upsurge of the PMA. The fact that the new union won recognition from few additional operators after this time, and therefore grew only little more, justified Lewis's reliance on a contract to protect his union's power.



Within each union some members also utilized a technique which neither organization could sponsor openly. This was coercion, through violence or the threat of violence. Such force was exerted against the public, against union members, and against operators. The acts ranged in seriousness from roughing up a member of the rival union or slitting the tires on his automobile to fatal shootings and dynamiting railroad bridges. The danger of violence in strife-torn communities was so great that many decisions on the issue of union affiliation were made on the basis of fear rather than cool-headed reason.

Several factors affected the extent and severity of crime arising from the interunion rivalry. Mass activities such as picketing and large public meetings heightened the probability of conflict. The social mores of the day and locality were not such as to prevent recurrences of dynamiting and shooting. In addition, the stakes were so high in the competition for control over jobs that many men who had been typically law-abiding felt justified in coercing fellow miners or their employers.

A full account of the extent to which coercion was exerted by members of both unions would constitute a substantial brief for the Taft-Hartley Act's ban on this technique as an unfair labor practice by unions. Although there is evidence that many attempts to persuade unionists or employers were abortive or had the reverse effect from that presumably anticipated by the persons exerting the pressure, violence plagued the mine fields of Illinois throughout the decade of the thirties.

Closely tied to the members' use of violence as a technique were the rival unions' attempts to place or retain in public office men who were sympathetic to that one organization. The role of the friendly officeholder will be discussed later as an aspect of the broader issue of intervention.

The competition for control in outlying fields was so much affected by the intervention of the AFL and by the impact of New Deal legislation that it will be considered as a separate phase of the rivalry between the PMWA and UMWA.

Conclusions drawn with respect to the techniques which the PMA and UMWA used are of significance for the broader scene of rival unionism. The building of group consciousness has been prominent among the techniques of many unions. For a newly-formed rival union, the nurturing of such a bond is particularly important if the members of both organizations previously belonged to the same union, as was the

case among the miners of Illinois. Group activities such as those which the Progressives popularized can be highly effective in building up an awareness of the in-group's superiority over the out-group. Participation will be higher when wages are so low and unemployment so widespread that other diversions are rare.

Propaganda on behalf of the group will of course be far more effective if it proclaims a cause which seems worth supporting. As between two rival unions, victory will be probable for whichever one can fulfill claims that it has the more advantageous contract. Lacking such tangible superiority, rivals must show both imagination and wisdom in picking their slogans.

Because the average trade unionist participates so irregularly in the routine activities of his union, the PMA's success in campaigning for a democratically controlled organization probably was atypical. The effectiveness of the PMA's propaganda was unquestionably enhanced by the fact that its personification of dictatorial control was a dynamic individual, well-known among the miners. The number of miners willing to strike against John L. Lewis's regime was far greater than a union can expect to arouse against the president of an international if he is a colorless person.

Although it is not the purpose of this bulletin to survey and assess the importance of "Red-baiting" as a form of union propaganda, the experience of the miners indicates that the rank and file may be rather indifferent to the question so long as their union performs its traditional functions adequately. Social standards prevailing at the time will affect the impact of accusations of radicalism, and the depression years were characterized by somewhat relaxed opposition to left-wing ideas. Although there are some miners who have been well-schooled in radicalism, the typical unionist is not far left of center and many are far to the right. The median attitude of the group is an important factor in the effectiveness of Red-baiting charges.

Use of the membership-jurisdictional strike, as staged by the PMA in 1932-33, is unnecessary under the present Federal provisions for representation elections. The solid opposition which the Illinois Coal Operators Association and the UMWA were able to put up against the strikers would now also be inappropriate, for it would be suspect as an unfair labor practice on the part of both the union and the employers.

Unequal levels of experience within the two sets of officers will differentiate rival unions whenever the revolt from a parent organization has occurred at the level of the rank and file. Because only a

few men who had achieved any prominence in the UMWA deserted the established union and became Progressives, the new organization had no highly trained or widely experienced men whom it could put into office or send to the bargaining table. This lack of skill among its leaders is apt to be a source of weakness in any rival union which is a "grass roots" development.

### Outside Intervention

The rivalry of the UMWA and the PMA occurred in an environment of frequent intervention by the government, inasmuch as any public official who interfered in the dispute did so usually because he felt impelled to prevent action by one side or the other, or to give protection for activities which he regarded as desirable, he seldom functioned in a completely neutral role. The government therefore had important effects upon the content and results of the rivalry.

At the level of the town or county, officers used their power to prevent the PMA from holding meetings, to protect Progressive pickets or UMW strikebreakers, and to arrest persons suspected of bombing or shooting. Whether they prevented the minimists from committing crimes is difficult to assess. The appointing of special police and deputy sheriffs decreased the probability that the law would be administered impartially in strife torn communities, for in these areas there were few persons who had been able to maintain a completely unbiased attitude toward the mine war.

By ordering out the Illinois National Guard, the state government reinforced or opposed the efforts of the local officers on several occasions. Invariably the Guard found itself opposing the PMA and supporting the United Mine Workers, because the state in each case was defending men's right to work in a mine which was being picketed by Progressives. In more than one such area of crisis, however, the Guard found that the local or county officers were sympathetic to the pickets and hostile to the UMWA and the operator.

Although Governor Harner and a Mining Investigation Committee from the Illinois General Assembly studied the causes of the mine war and made constructive recommendations for healing the breach among the miners, the rivalry continued. Both the Governor and the members of the committee had been confronted with the hard truth that the economic bases for the rivalry were built into the coal industry and into the depressed economy of which it was a part. Neither union would accept any proposal which might force it to surrender control over any jobs then held by its members. Until there were enough jobs for all

the members of both unions, a fundamental cause for conflict would remain.

Throughout the mining fields of Illinois the ratio of crimes to arrests, prosecutions, and convictions was high for offenses which presumably were the outgrowth of the interunion rivalry. The likelihood of not being apprehended probably encouraged men to participate in bombing property and in sniping but seems to have done little to stimulate premeditated murder. Both unions tended to glorify as a cause the defense of any member arrested for violence. Consequently, a law officer who arrested a miner or striker did so in spite of his foreknowledge of vilification and of bitter opposition if he chose to run for reelection. The fact that many mining towns are one-industry communities, and that even in some county elections members of one mining union controlled a majority of the votes, made the impartial enforcement of the law difficult.

The Federal government, relatively remote from the pressures and strong emotions which surrounded the mine war, prosecuted charges of criminal conspiracy growing out of the bombing of property of Illinois coal operators and coal carriers. In 1938 it obtained indictments for 41 men and convictions of 36, all but two of the latter number being Progressives. Members of the union vigorously decried the decision as a miscarriage of justice. The significant fact remains that, although the specific offenses named in the Bill of Particulars were instances of violence occurring intermittently since 1933, the state and local authorities had been unable to apprehend the law breakers.

The trial of the so-called conspirators not only strained the PMA's treasury but resulted in a tremendous amount of bitterness. The Progressives' ill will against the government flared to a heat previously induced among the miners only by the riot at Mulkeytown. The Progressives held the United Mine Workers responsible for aiding the Federal prosecutor in obtaining his incriminating evidence and could see no justice in the heaping of accusations against the members of the PMA only. Testimony during the trials revealed a network of "stool pigeons" within the PMA and therefore created a corrosive distrust among the members of the union.

The Federal courts handled many cases arising from the union rivalry. Although the conspiracy trials gained the widest publicity, two cases involving the PMA's prosecution of its strike established precedents of even greater importance to rival unions. One case produced the decision that a strike to enforce the claims of a rival union does not fall under the Norris-LaGuardia Act's definition of a strike and

therefore can be enjoined. In the second case the court allowed damages to an employer as compensation for loss of profits, that loss having been caused by effective picketing.

The National Industrial Recovery Act brought the Federal government into the interunion conflict in a way wholly different from any existing before 1933. Under this Act the government became responsible for enforcing the right which it had given labor to organize and bargain collectively and to select its own representatives to carry out that bargaining.

The chief counsel of the Recovery Administration, sent into Illinois to investigate the mine war, laid down the principle that the Administration would not void any legal contract between a union and management if the terms of the contract conformed to the provisions of the Act. The Bituminous Coal Labor Board and successive National Labor Relations Boards have followed this rule.

Under the application of this principle the PMA could do little to change the affiliation of miners or the contractual ties of employers if the UMWA had a legal agreement with an operator. The new union had to schedule its campaigning in relation to the date on which existing contracts of the UMWA were to expire. Only in this way could locals be won away from the older organization.

The effect of the unit rule was even more deadly to the Progressives' hopes because the NIRA explicitly protected a union's right to include a closed-shop clause in its contract with management. President Lewis had put into effect a union-shop clause in Illinois in 1933 and achieved one in the Appalachian field as soon as the PMWA began to insert itself there. By specific agreement with various associations of operators, he has retained this union shop without intervention from the NLRB since the passage of the Labor-Management Relations Act in 1947.

In handling representation cases, the Bituminous Coal Labor Board immediately encountered the question of the date which should be taken as the basis for determining a miner's eligibility to vote. If the election was to be conducted at a mine where Progressives were on strike, the officers of the PMA insisted that a period preceding the "lockout" should be used for identifying employees. Because the PMA had kept all strikers out of the pits it could not hope to win control of a struck mine unless strikers were allowed to vote. The UMWA naturally supported the NLRB in its policy of allowing only members of the current work force to vote.

The Labor Boards confronted a second major issue when handling representation cases. What area should be defined as "appropriate" for a collective bargaining unit in the coal industry: one mine, a single employer, an employers' association, a geographical region, or the entire industry? The PMA of course preferred that the smallest of these units be authorized. As a small rival union it could win the support of the majority of the employees at a single mine far more readily than of those in a larger area.

In the case of the Alston Coal Company (1939), however, the NLRB ruled that the appropriate unit was the employers' association, because the stability of collective bargaining would be disrupted if the single mine were authorized. In the case of the Stevens Coal Company the Board adapted this precedent to a situation in which the employers of a region in the anthracite fields were not organized but had traditionally functioned as if they were. The Board recognized the region as the official unit for selecting the miners' representatives in an NLRB election.

These decisions and others based on this precedent were regarded by the PMWA as making completely hopeless its attempts to organize fields in which the United Mine Workers were already established. A subsequent change of policy by the NLRB afforded the PMWA no relief because it took place after President Lewis had gained union-shop contracts covering nearly all miners.

The PMWA brought before the NLRB several complaint cases involving the issue of discriminatory discharge by an employer who had fired a Progressive. The union received no relief from the Board because in each instance the government ruled that the discharge was justified under the terms of a union-shop contract held by the UMWA.

The United Mine Workers received a favorable ruling on several complaint cases in which the union charged that the PMWA was a company-sponsored organization in western Kentucky. The companies in question were not members of one of the operators' associations with which the UMWA had a union-shop contract, and most of the miners had previously belonged to a small independent union. A precise evaluation of the damage which these disclosures had upon the PMWA is impossible because a complexity of factors entered into the failure of the Progressives' campaign in Kentucky, but apparently some ill effects did follow.

In tracing analogies between the UMWA-PMWA conflict and rival unionism as it occurs elsewhere, one can draw several inferences from the miners' experience with governmental intervention. Obviously,

the greater the government's power to shape the rules under which the competitive struggle shall be carried on, the larger its influence over the outcome of that struggle.

If an employer and a union formulate their policies on the basis of divergent assumptions — such as the striker's claim to a work place or the area of a collective bargaining unit — they will find themselves perpetually in disagreement. Any action which the government takes in line with one set of assumptions will be unacceptable to the other party to the dispute.

The fact that the larger of two rival organizations finds itself typically supported by the government will lead the minority group to accuse the government of being unfair or even corrupt. The alignment may have several other causes, however. The officers of the larger union may be more quick to seize the opportunities implicit in a shift of legal environment. They may have had more influence in the shaping of that change. The larger union may be able to hire more capable legal assistance.

Specifically, all three of the principles which the NLRB followed in cases involving the UMWA-PMWA relationships were such as to discourage the spread of rival unionism. These were the protection of the closed shop, the definition of strikers' eligibility to vote, and the definition of the appropriate unit. The Taft-Hartley Act touches on all three of these issues. It substitutes a modified right to the union shop instead of a categorical right to a closed shop. Eligibility to vote is extended to strikers only if they have quit work in protest against unfair labor practices. Definition of the unit protects, in the main, the craft worker, but the NLRB during the forties had clearly revoked the earlier precedent of including an entire employers' association.

The American Federation also entered the dispute between the UMWA and the PMWA. The Federation gave several kinds of useful assistance to the smaller union. The services of the Federation's lawyers during the conspiracy trials encouraged the Progressives to feel that the men had received the best available defense. The AFL helped the PMWA finance organizing campaigns not only in Illinois but also in five other areas. It was able to give advice on strategy and to lend personnel which was experienced in organizing workers.

The Federation laid itself liable to criticism by many Progressives, however, because of frequent indications that its interest was in combating the UMWA rather than in helping the PMWA to aid unorganized miners and extend economic assistance to unionized men. In exchange for the aid which it was giving the Progressive union it

exacted absolute control of the international union, thereby preventing in Districts 2 through 6 the operation of the democratic procedures which District 1 proclaimed as a basic right of every miner.

As a labor federation the AFL frequently has had to cope with jurisdictional disputes between its members. Under its policy of granting exclusive jurisdiction, the Federation has had some success in reducing conflict over this issue. When its rulings have been stubbornly rejected by one of the two unions, however, it has been forced to expel the rebellious organization and thereafter can do little to induce a peaceful settlement of the dispute. A long-lived rivalry between the two unions may result.

The Federation is hampered in aiding an affiliate to defeat a rival union if the union which is outside the AFL is a powerful one. Obviously, the weaker the affiliate the greater is its need for help from the AFL, but the less is the probability that the Federation can extend enough assistance to cause the defeat of the rival.

### Roles of Rival Unions

The rivalry between the PMWA and UMWA had more obvious effects upon the role of the Progressive union than upon that of the United Mine Workers. This conclusion rests upon the unions' experience in two areas of function: economic and political. Both organizations assume an economic responsibility not only to their working members but also to those who are not currently employed. The political roles of the two unions contrast sharply, and the impact of the rivalry is therefore dissimilar in the two cases.

Collective bargaining is typically a major function of the American labor union. With the growth in the size of unions since 1933, there has been increased public concern over the element of monopoly control which is inherent in union-management contracts. The fact that members of a single union, the UMWA, produce more than 90 percent of the country's annual output of bituminous coal and all the anthracite has given the United Mine Workers exceptional prominence as an example of a monopoly in a labor market.

The degree of organization of the miners is hardly more complete than the extent to which the coal operators belong to producers' associations. Although there is no one nation-wide bargaining agency for the employers, joint action is taken by associations in large areas of the country, and the basic pattern established for the Appalachian field is followed closely elsewhere.



There is no substantial evidence that the existence of the PMWA as a rival union has modified the wages or conditions of work provided in the contracts negotiated by the UMWA. President Lewis has consistently assumed the initiative in demanding major revisions in the terms of employment. Only in his insistence on a union shop has Lewis apparently been influenced by the existence of a rival union.

The PMWA has followed closely the standards set by the UMWA. It is not in a position to function independently in collective bargaining. If it were to sign a contract less favorable to its members than its rival's contract is to the rank and file of the UMWA, the Progressives would return to the fold of Lewis's union. On the other hand, if the Progressive union were to insist upon terms more favorable than those won by the UMWA, the operators participating in the negotiations would revert to employing United Mine Workers.

These generalizations rest on the assumption that emotional considerations are not so strong as to outweigh economic objectives. Antipathy to Lewis, a major factor in the miners' decision to form the PMA, is presumably less strong among the Progressives than it was in 1932. Similarly, hostilities which divided the operators into two camps in 1932 have waned with changes in the personnel making up the two associations of coal producers in Illinois. Remaining antagonisms do not seem so great as to make either the Progressives or their employers willing to sacrifice economic advantages if these could be gained by returning to the old labor organization and operators' association, respectively. At no time since 1932 have the officers of the PMA dared gamble on insisting upon a contract which differed materially from their rivals'.

Its dependent role led the PMWA to emphasize details of a new contract when conducting negotiations and when announcing the results. Its bargaining position was strengthened, however, because the labor market was dominated by so strong a rival as the UMWA, for companies employing Progressives knew that labor costs of competitors who employed United Mine Workers would be pegged to the union scale of pay. Such a sheltered position was made more important by the fact that the leaders of the PMWA were men who had not had previous experience in managing the process of collective bargaining for the district.

Allowing the UMWA to set the pace in demanding important revisions in the union-management agreement, the officers of the PMWA did not follow the example of the rival union in calling strikes over

the terms of new contracts. In each of the two strikes which the PMWA has called over this issue, political factors were so prominent as almost to obscure the economic objectives. The presence of worker-cooperatives among the mines under contract with the PMWA created an anomalous situation in which some members suffered a double loss of income in time of strike and therefore opposed a strike call at any time. The PMA had welcomed such locals into membership during the union's initial drive to draw every miner in Illinois away from the rival UMWA.

The insignificance of the PMWA as compared with the United Mine Workers, when seen in the setting of the entire coal industry, altered the role of the smaller union when contracts were being drawn up under the aegis of the government. Throughout the years of the New Deal and of World War II representatives of the UMWA only were spokesmen for the miners when regulation of conditions in the mines was being discussed. The Progressives felt chronically slighted, even though they suffered no special hardships as a result of decisions made in such conferences.

The effect which rival unionism has upon collective bargaining among the miners has been observed within an environment of steadily rising wage rates since 1934. Conclusions concerning the working miner therefore apply to only two phases of the business cycle: upswing and boom. Thousands of organized miners, however, have never been reemployed in the industry after the low point of the \$5.00 wage scale of 1932. For them much of the psychology and hardship of the depression years has persisted. How has the rivalry of the two unions affected the economic functions which the rivals performed for their unemployed members?

Not having called any members on strike to support its jurisdictional claims against the PMWA, the United Mine Workers of America has had no occasion to supply relief to men displaced by the rivalry. The PMWA, in contrast, has maintained an elaborate program of relief. This aid has gone not only to strikers but also to unemployed members and to the union's "martyrs." Almost every aspect of this program was affected by the status of the new union as a rival to the UMWA.

Having called a work stoppage for recognition by members of the Illinois Coal Operators Association, the PMA had a significant proportion of its members technically on strike for approximately five years. The working members felt a strong moral obligation to finance a program of relief for these men and their families. Only in a few

instances was strike relief more than temporarily useful as a means of keeping strikers out of the mine; for most struck mines resumed operations with United Mine Workers within a few months. If the PMA had not been competing for control of the mines in Illinois, it would have been able to admit that long-term unemployment had engulfed those strikers and could have left to the public authorities the problem of their support.

The availability of Progressive relief for strikers gave rise to claims from unemployed members. The number of members without jobs was disproportionately high because the new union had urged all miners to desert the UMWA, without distinction as to their being unemployed. As the years passed, the distinction was less and less clear between the man who had left both his job and his union to become a Progressive and the man who had had no job to leave when he joined the PMA.

Another classification of persons whose claims for assistance arise from the warlike were the "martyrs." Part of the satisfaction which the Progressives found in supplying this help lay in the fact that they were thereby able to express contempt for the rival union and its activities.

Both the UMWA and the PMWA provide death benefits under each union's constitution and, more recently, Welfare and Retirement Funds under each union's contract with its employers. The stated provisions are similar, but the problems connected with putting them into effect are somewhat different for the two rival unions. On leaving the UMWA to become a Progressive, a man gave up his claim to the death benefit toward which he had been contributing so long as he was a member of the United Mine Workers. As a rival union, the PMA therefore acquired a mature membership but no reserves for meeting demands for death benefits. The age distribution of the PMWA is significantly higher than that of the UMWA, and therefore the ratio between contributors and beneficiaries is less favorable in the smaller union. This disparity in age is due almost wholly to the UMWA's superiority over its rival in winning contracts.

The high ratio of old to young Progressives will increase demands on the Welfare and Retirement Funds which have recently been set up for the PMWA by the operators. Moreover, the royalties paid into the Funds by the employers will be somewhat lower per man-year in the PMWA than in the UMWA because the productivity of labor is slightly lower for the Progressives than for the United Mine Workers. This inequality also is due to the fact that the PMWA has been able

to win away from its rival only a limited number of the more efficient mines. Should the security of their funds ever be seriously questioned by the Progressives, the members would find the UMWA more attractive than it is today. Whether the PMWA could survive such withdrawals is problematical.

In their political functions, the rival unions contrast notably. Only in the brief interval following the disappearance of the ballots and the frustration of the Mulkeytown march in 1932 have the rank and file of the UMWA battled for democracy as an end in itself. Previous political crises in Illinois had been precipitated at the level of the officers, and the miners' interest in democracy had been focused mainly on finding the best means to achieve economic goals.

Within the UMWA the locus of power since 1932 has remained subject to decisions as to the best means for accomplishing desired ends, and providing the right to participate in control has never become an important end in itself. President Lewis assumes that so long as members are being well served economically, they care little about assuming responsibility for running the union which is protecting them. A high proportion of district and international officers are appointed by the union rather than elected by the membership, and the members' apparently willing acceptance of this form of control substantiates Lewis's theory as applied to the UMWA.

The PMA was founded by miners who believed that the union should be democratically controlled. For the member of the new union the right to a voice in the determination of the contract under which he worked and of the rules of the union which he was sacrificing so much to support became an end in itself. The Progressive feels that his union is performing its proper function only when it affords him that right.

The constitution of the PMWA reflects in many clauses the effects of the split from the UMWA. In the sections which protect the members' right to self-government, the origins of the PMWA are apparent in numerous specific attempts to change procedures which were followed in the UMWA before 1932 and in the main have continued in operation since the break occurred. Limitations on terms in office and the definition of other qualifications of candidates, rigorous restrictions on the power to appoint officials or other employees, and protection of the sanctity of the ballot are changes which grew out of the revolt. The trial boards and the conventions have functioned as democratic institutions, shielding the Progressives against the likelihood of pervisicismism or of controlled debate.

These efforts to gain the right to participate in the control of the union have created costs for the PMWA. So small a union has difficulty in recruiting a constantly-changing slate of officers whose ability is adequate to compensate for their lack of experience. Moreover, the union functions in an industry which is not attracting many young men, among whom aptitudes for leadership might be developed. Former officers leave the union, instead of remaining as a source of counsel. Debate is apt to be cumbersome and frequently beside the point because it is officially unhindered. Whether the leadership of the union would have been able to function adequately if it had been responsible for setting standards for union-management contracts is open to question.

Several generalizations can be based on the conclusions concerning the effect which rivalry has had upon the functions which the UMWA and PMWA perform. The struggle for power might take on very different characteristics in a period of generally declining wages. The conspicuous success which one of the unions has had in the bargaining table has resulted in equivalent gains for the members of the rival union.

The existence of employers who are willing to sign a contract with a rival union is essential to the survival of the new organization. If there remained no employers who preferred the parent union to the rebels, however, there would be an end to rivalry and only the substitution of the new union for the old.

A small rival union may find that demands upon it for economic assistance will result from the very conditions which gave birth to the union or were part of its struggle to become established. Enormously old and aging members who have found inadequate security in the old union are apt to be among those most eager to join a rival organization, such as the PMWA. The disadvantage which the new union has in dislodging older men may be rebuffed in a high percentage of old or irregularly employed persons among the members. Violence resulting from the rivalry of the two unions may create a special class of "martyrs" who demand aid from the union.

The experience of the PMWA makes obvious the importance of a small rival union's estimating the total cost before undertaking a broad-scale program of relief within the union. The attractiveness of welfare measures must not be overlooked, however, by any union which is competing for control over the labor force, because failure to match the amount of security offered by a rival can alienate members permanently.

The extent to which the PMWA has made the political function a primary one is extremely unusual among unions and would not be possible in a situation in which favorable terms of employment were not being gained under the aegis of another union. Moreover, the importance of this function has been far greater among the Progressives than would be probable in a union of dissimilar origin. If a rival union is created by men who have been willing to join a revolt for the right to democratic control of their union, the union will be held to providing that right to its members so long as they remain active in the organization.

## APPENDIX

TABLE 1.—WORKING TIME OF COAL MINES IN ILLINOIS  
(Average number of days per year, 1927-1947)

Year	Type of Mine		
	Shipping	Local	Shipping and Local
1927.....	112	124	119
1928.....	120	126	132
1929.....	162	125	131
1930.....	145	115	122
1931.....	110	123	127
1932.....	107	127	121
1933.....	131	118	119
1934.....	147	118	122
1935.....	141	107	112
1936.....	151	118	120
1937.....	152	129	111
1938.....	135	113	125
1939.....	148	123	125
1940.....	140	125	125
1941.....	168	121	129
1942.....	201	125	144
1943.....	241	157	181
1944.....	230	165	195
1945.....	224	183	203
1946.....	196	135	165
1947.....	236	152	182

Source: Data compiled from Illinois Department of Mines and Minerals, *Coal Report, 1928-1947*, tables giving general statements as to operations and output of Illinois mines, with comparative figures. The average for shipping and local mines combined have been computed as a weighted average.

Note: Work stoppages occurred in 1927 (March to October); in 1928 (March to September, not all mines); and in 1932 (March to August, not all mines). Because the UMW has not followed the pattern of the UMW in calling its men out of the mines, no state-wide stoppages have affected the output of Illinois, except very briefly, since 1932.

TABLE 2.—PROGRESSIVE MINERS OF AMERICA REPORTS OF  
MEMBERSHIP AND OF EXPENDITURES FOR RELIEF,  
SEMIANNUALLY, 1932-1942

Six months ending	Membership			Expenditure for Relief
	Total	Full	Excluded <sup>a</sup>	
April 31, 1930	30,341	16,776	13,615	\$16,008.08
Oct. 31, 1931	34,163	13,693	20,470	67,081.65
April 3, 1932	34,332	19,536	11,756	81,174.17
Dec. 31, 1933	33,603	16,852	17,251	78,028.18
Jan. 31, 1934	31,589	18,550	13,099	38,078.18
July 31, 1935	31,589	18,550	13,099	70,111.15
Jan. 31, 1936	31,589	18,550	13,099	72,621.75
July 31, 1936	31,589	18,550	13,099	11,676.84
Jan. 31, 1937	28,642	17,811	10,832	14,663.41
July 31, 1937	26,819	17,128	9,691	49,111.83
Jan. 31, 1938	24,146	11,600	8,536	49,762.08
July 31, 1938	19,830	11,361	4,469	56,370.60
Jan. 31, 1939	20,635	14,830	1,811	29,278.08
July 31, 1939	18,728	14,718	1,031	1,263.49
Jan. 31, 1940	18,654	11,056	1,091	3,540.41
Jan. 31, 1941	18,300	11,920	6,380	3,667.54
July 31, 1941	17,811	12,282	5,569	5,630.26
Jan. 31, 1942	17,285	10,818	6,167	8,550.83
July 31, 1942	16,719	10,339	6,141	6,295.47
Oct. 31, 1942	16,000	10,000	6,000	8,573.92

Source: PMA, *Financial Report of . . . Secretary Trevelyan*, semiannual issues, 1931-1942.

<sup>a</sup> A member is exonerated from the payment of dues if he has worked less than five days in the calendar month.

<sup>b</sup> Eight months.

<sup>c</sup> Three months. Figures for August through October, 1942, based on *Report of January 31, 1943*.